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FIRST ANNUAL REPORT

OF THE

BOARD OF MEDIATION
AND
ARBITRATION

OF THE

(STATE) OF NEW YORK.

COMMISSIONERS:

WILLIAM PURCELL, | GILBERT ROBERTSON, JR.,
FLORENCE F. DONOVAN.

TRANSMITTED TO THE LEGISLATURE JANUARY 16, 1888.

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STATE OF NEW YORK.

No. 10.

IN ASSEMBLY,

JANUARY 16, 1888.

FIRST ANNUAL REPORT

OF THE

BOARD OF MEDIATION AND ARBITRATION.

OFFICE OF THE BOARD OF MEDIATION AND ARBITRATION, }
ALBANY, *January 16, 1888.* }

To the Speaker of the Assembly:

SIR.—The Board of Mediation and Arbitration, according to the provisions of chapter 63 of the Laws of 1887, transmits herewith to the Legislature its first annual report.

CHARLES J. MADDEN,

Secretary.

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REPORT.

OFFICE OF THE
BOARD OF MEDIATION AND ARBITRATION, }
January 16, 1888.

The State Board of Arbitration, created by act of May 18, 1886, the members of which were appointed and entered upon their duties June 1, 1886, made report to the Legislature of 1887, in January of that year, giving an account of its labors and experiences for the seven months of its existence, and making recommendations, as by law required to do. Pursuant to these recommendations, the act of May 18, 1886, was amended by act of March 10, 1887, so as to vest the Board with power of mediation in cases where grievances and disputes between employer and employe threatened a strike or lock-out, or other serious disturbance of industrial relations, as well as of arbitration at any stage of a difficulty; and also with power of investigation into the cause of any controversy that might arise between employer and employe. Under the latter act the members of the Board were reappointed, and now make report to the Legislature of 1888.

The anticipation that vesting the power of mediation and of investigation at will, in the Board, would exercise a deterrent influence upon disturbing elements in cases of ordinary labor grievances and disputes, has, it is believed, been realized to a very large extent, and has justified the belief expressed that a power of inquiry and publicity, representing the sovereignty of the State, would have great moral effect in restraining disposition on the one hand to exact too much from employes, and on the other to strike without justifying cause against employers. Knowledge of the fact that in case of difficulty State inquiry would be made as to the cause, and, at least, judgment of public opinion would be invoked by publication of the testimony, has no doubt induced circumspection on all sides. However much any man may feel

that the conduct of his business, or the disposition of his labor, is his own affair, he is not inclined, in case of a clash of interests that attracts public and official attention, to pose upon a state of facts that has not sufficient strength in justice to buoy him up and give him creditable status before the community.

The number of labor difficulties that have occurred during the year 1887, legitimately coming under the head of grievances and disputes, and susceptible of settlement by mediation or arbitration, was much smaller than in 1886. In many cases where trouble arose it was settled by the parties directly interested themselves, without formal intervention by the Board, thus avoiding investigation and publicity. The marked and distinguishing feature of division in the field of industry in the State the past year has not been in disagreement as to wages alone, or to other ordinary considerations and conditions, as between an individual employer and his employes, but has been on a well-marked and clearly-defined line of principle, presenting the question whether employers should respectively control and direct their several manufactories and enterprises without interference or dictation from any outside quarter, or whether employes, combined in organization of trades of a common nature, or of all natures, should exercise a power of control and direction, and of limitation, over the labor in such manufactories or enterprises. The detailed reports of investigations made by the Board in cases deemed of sufficient consequence to be inquired into for the information of the Legislature, and printed herewith, will enable arrival at a correct understanding of the difference between contention for redress of a legitimate labor grievance, and contention for power and control. Two cases that came before the Board at the same time in the city of New York, and that were so plain as to need no formal investigation, will serve in illustration. One was a strike of printers employed in the job and book trade, who were members of Typographical Union No. 6, in New York, and the other the lock-out of the chandelier manufacturers of New York and Brooklyn.

The printers' union presented to the employers a scale of wages and other matters peculiar to the trade, and also the proposition that all offices in that branch of the trade must be made "card offices;" that is, the employers were required to agree that they

would employ no one who could not present a card showing that he was a member of Typographical Union No. 6. The employing printers, who were also united in organization, conceded all that the scale called for except the "card office" proposition. That they refused to subscribe to, but offered to leave to the Board the question whether it was right and proper that they should do so or not. The president of the union and the strike committee declined the offer, upon the ground that there was no ordinary labor grievance or dispute to settle. There was, they said, "nothing to arbitrate." Their proposition of a "card office" involved a principle of control of and limitation upon labor, which they could not yield to the judgment of any one, under any circumstances. The issue, thus made up, must be fought out to the end of the superior endurance of one or the other of the parties. It was so fought out, and the "card office" proposition was defeated in all establishments where strikes occurred, with few exceptions.

The chandelier manufacturers had united in a lock-out out of their employes in consequence of disagreements, among which a Saturday half-holiday figured most conspicuously. A half-holiday on Saturday had been conceded to the employes, and the manufacturers had resolved to discontinue it upon the ground that it left them at a disadvantage with competitors in neighboring cities in other States where work was continued six days in a week. In this case it was the employes who were willing to submit the matter involved to arbitration by the Board, and the employers, who would not, because, like the printers, they considered that there was a principle involved, and they were not willing to leave it to the judgment and decision of any one. Sooner than do so, or yield, they said, they would close their factories in New York and Brooklyn and go out of business, or go elsewhere. It was a contest of endurance, and the result was that the employers won.

Neither mediation, nor arbitration, nor investigation, is of much use to effect a settlement in cases where the struggle is for the mastery in controlling and putting a limitation upon the labor of a manufactory or other business enterprise. The evidences of the past year indicate not only that the chief labor disturbances are now upon the line mentioned, but that the employers have, during the past year, perfected organizations among themselves to

a greater extent than ever before, and that their objective point is to break down the combinations of the trades, as controlling powers over labor employed, and deal directly with their employes, each in his own establishment. The contest is one of combinations of employers on one side and of the employed on the other.

Section 11 of the act of March 10, 1887, provides that there shall be included in the annual report such statements, facts and explanations as will disclose the actual workings of the Board. In addition to the cases given in the following pages, the Board has been called upon to adjust difficulties arising in a number of factories and workshops throughout the State. In nearly every instance strikes or lock-outs had been in existence for a considerable period previous to solicitation of the service. In one case the strike took place on the thirtieth of April, and it was not until the twenty-third of June that the Board was informed of the fact. For the most part these disturbances of the relations of employer and employe were during the early portion of the year, at a time when the Board was not vested with power of intervention unless called upon by the parties in principal interest. Since June first, however, the counsel and advice of the Board have been sought in many instances, by both employer and employe, and with few exceptions settlements have been made without resort to strike or lock-out. It is the experience of the past year that when either side submits a proposition to the other, and it is arbitrarily repelled, a strike or lock-out invariably follows; the industry is brought to a stand-still; offers of mediation are rejected; and, after a test of endurance, the side that has shown the greatest strength insists upon the unconditional surrender of the side that has proven the weakest. Whereas, if before breaking entirely apart, both sides had tried the virtue of mediation by the Board, injury to trade and loss to labor might have been averted, and a more friendly feeling established between employer and employe. The party vanquished in a prolonged strike or lock-out, as a rule, devote their time and energy to securing and fortifying a position for a renewal of the struggle at the first favorable opportunity, thereby maintaining unfriendly feeling and keeping up continual warfare. It is to the interest of employers to see to it that the grievances of employes, whether real or fancied, receive due atten-

tion and consideration; and, if adjudged to be without cause, that the complainants be advised accordingly in a friendly spirit and manner. It is to the interest of employes, on the other hand, to calmly and fully consider the answer of employers before going to the extreme of last resort in a strike. Hasty and inconsiderate action is unwise. Time and reflection, with continued negotiation between employer and employe, will bring better results. If this course be pursued, the number of strikes during the coming year will be comparatively few.

The settlement of labor disputes through voluntary arbitration by the appointment of standing committees, representative of employers on the one side and of employes on the other, in each branch of industry, the powers and duties of such committees being defined, and stated meetings being appointed for the consideration and redress of grievances that may arise on one side or the other, is a system that is attaining perceptible growth throughout the State, and one worthy of every encouragement. It is a step in the right direction.

A considerable portion of the report of a year ago was devoted to the occurrence, and settlement through the offices of the Board, of strikes on the street railroads of New York and Brooklyn. It is gratifying to be able to state that since the break of the "tie-up" on the Brooklyn City Railroad and final adjustment of the differences between the corporation and its employes, December 27, 1886, there has not been a surface railroad strike of importance in the metropolis or elsewhere in the State. On the contrary, the arrangements of settlements then made through the intervention of the Board have been formally renewed for another year with such alterations as were mutually agreed upon.

On the eleventh day of July, however, a strike of the engineers and firemen of the Brooklyn Elevated Railroad took place. The striking employes were willing to submit the differences to arbitration, but the company declined, expressing a determination to deal thereafter individually with its engineers and firemen and ignore all labor organizations. And the information is that it succeeded. The case was fully investigated by the Board, and all the facts brought out. They will be found in another portion of this report.

The circumstance of this strike of railroad engineers and firemen

suggests the question whether provision of law may not be properly made to prevent or punish arbitrary and abrupt interruption of travel and transportation of freight, to the great inconvenience of the public, and danger to human life and material values, upon lines for the transportation of persons and property, whether by the corporate powers owning and operating them, or by the persons in service upon them. A railroad corporation serving the public is a different body from an individual, a firm, or even a corporation engaged in private pursuit or ordinary industrial enterprise. Yet, at the same time, a private individual, firm or corporation, holding and using property for public purposes, becomes amenable to legislative power in like manner with a public corporation. The principle of law that applies has been laid down and settled by the Court of Appeals of the State of New York, in the case of *The People ex rel. Kimball, v. B. & A. R. R. Co.* (Sickels, 25), and by the Supreme Court of the United States in the Granger cases and in the Chicago Elevator case. "Railroad corporations," says the opinion of the Court of Appeals, handed down by Judge Earl, all concurring, "hold their property and exercise their franchises for the public benefit, and are, therefore, subject to legislative control. The Legislature may regulate the mode in which they shall transact their business, the price which they shall charge for the transportation of freight and passengers, the speed at which they may run their trains, and the way in which they may cross or run upon highways or turnpikes used for public travel. It may make all such regulations as are appropriate to protect the lives of persons carried upon railroads, or passing upon highways crossed by railroads. All this is within the domain of legislative power, although the power to alter or amend the charter of such corporation has not been reserved. This whole subject of legislative power over railroads, and over private persons holding and using their property for public purposes, has been so fully discussed recently in the Supreme Court of the United States in the Granger cases and the Chicago Elevator cases, as to make further discussion unnecessary here." As a corollary of this judgment, it would seem to follow that the Legislature exhausts only half its power, and performs only half its duty, when, in making appropriate regulations for the protection of the lives of persons and transportation

of property carried upon railroads, it stops with their application to the corporations and their officers. Of what avail is it for the State to possess and exercise a power of control and regulation over railroad corporations created for the public benefit, and over private persons holding and using their property for public purposes, if it permits combinations of unauthorized and irresponsible employes of such corporations and persons or others, to arbitrarily arrest and hold at will the operation of railroads or other properties in the service of the public? The operatives of a railroad from engineer down to trackman, are, in the practical relations of their services to persons and property transported, far more important as factors than officers of the corporation, and should be held to due responsibility. Nor would the extension of regulations by law to employes upon railroads work any hardship to them. On the contrary, it would be their guarantee and protection, as well as the guarantee and protection of the corporations and the people. A railroad is a quasi-public highway of the State, subject as much to regulation by the State for the public benefit, and for the protection of the lives of people who travel, and for the transit of the property carried upon it, as if the State owned and operated it itself. When a man takes service upon a railroad, whether as an agent of the corporation or an operative upon the line, he becomes a quasi-public officer, and hence subject to such regulation by law, in the discharge of all his duties and the time and manner of his abandonment of them, as are appropriate to protect the lives of persons and secure the transit of property carried upon the road. No dispute between these quasi-public officers about the price of labor, or any kindred thing, should be permitted to jeopardize the lives, or interrupt the transportation of property, of citizens to whom the use of a railroad daily has become a matter of necessity, as well as of convenience, any more than a dispute between the officers of a railroad and other parties about the price of cars, or rails, or ties, or spikes, or anything else that enters into the equipment and operation of such road. The State should lodge somewhere a power, with ample means of law to make its intervention effective, for the speedy settlement of all disputes between the officers of railroad corporations and operatives of railroad property. Happily there has not been occasion in this State since the

strike upon the Brooklyn Elevated Railroad, which threw the motive power into raw and inexperienced hands, to the great danger of the lives of the throng of people continually carried upon it, and there is not now immediate occasion for State regulation of the operatives. Possibly it may be wise to await the occasion before taking action. But it is to be remembered that the Legislature is in session only five months of the year. Experience with surface railroad strikes in New York and Brooklyn, and with the Elevated Railroad strike in the latter city, as well as the spectacle presented at this writing in the neighboring State of Pennsylvania, where a labor dispute has resulted in stopping the operation of a great railroad, and prevented the delivery to New York and other cities of one of the most indispensable necessities of life at this season of the year, a supply of coal, has strongly impressed the Board with the propriety of the suggestion above made.

Embraced in the appendix are copies of the laws of other States relating to the settlement of labor disputes by arbitration; the message of President Cleveland to Congress on this subject; and copies of two bills before the forty-ninth Congress.

WILLIAM PURCELL,
GILBERT ROBERTSON, JR.,
F. F. DONOVAN,

Commissioners.

CHARLES J. MADDEN,
Secretary.

STATEMENT

OF

ACTION TAKEN ON THE MOST IMPORTANT LABOR DISPUTES FROM JANUARY 1, TO OCTOBER 31, 1887.

Following is a statement of the action taken in the most important labor disputes which received the attention of the Board between January 1 and October 31, 1887 :

BOOT AND SHOE MAKERS.

NEW YORK.

Early in the month of January, 1887, Gardiner & Estes, shoe manufacturers of the city of New York, discharged an employe, accusing him of swindling the firm by altering checks and coupons showing work performed by him, and thereby securing payment for labor not performed. On or about January 13, 1887, a committee of District Assembly No. 91, Knights of Labor, requested that the discharged employe be reinstated or that the firm prosecute him for dishonesty; and further requested that three foremen be discharged. They also notified the manufacturers that the employes had decided to discontinue work unless their requests were complied with. Immediately thereafter work ceased in the factory. Negotiations were commenced by the parties to the controversy, with a view to a settlement; and several conferences were held between the Manufacturers' Association and the representatives of the District Assembly, resulting in a reference of the matter to a joint committee for investigation. This committee failed to agree upon a basis of settlement.

On the 25th of January, 1887, the Boot and Shoe Manufacturers' Association requested the Board to endeavor to settle the difficulty, and on the next day a conference was held in New York city, each side being represented, as follows: On behalf of the Boot and Shoe Manufacturers' Association, Messrs. Kenny, Murphy, Garside and Gardiner; on behalf of the District Assembly, Messrs. Gill, McDonald and Campbell. Commissioner Donovan represented the State Board of Arbitration.

After a hearing had been accorded both sides, several propositions were submitted by the Commissioner, all of which were rejected by either side, with the exception of the following proposed agreement which met with their approval:

"It is agreed between the Boot and Shoe Manufacturers' Association and District Assembly No. 91, Knights of Labor, to submit all the difficulties existing between Gardiner & Estes and their employes to a committee of five, two to be selected by the Boot and Shoe Manufacturers' Association and two by District Assembly No. 91; the four so selected shall select a fifth person who shall be chairman of said board. The said board shall immediately subscribe an oath to faithfully and impartially determine the matters at issue. The board so selected shall organize within forty-eight hours of their appointment and proceed to take such testimony under oath, as shall be offered by the parties at issue, and render their decision within seven days of the date of their organization. Both sides shall abide by the decision of said board, unless either side desire to appeal therefrom to the State Board of Arbitration, which appeal must be taken within ten days after the rendering of such decision. Pending investigation, such of the employes shall return to work as shall be selected by said local board. If any employe should be suspended by the local board, pending the investigation, and he is proved innocent of the charge or charges made, he shall be recompensed, by the party losing the case, for the time lost."

Copies of this agreement were made and certified, and in order to give the respective organizations sufficient time to take action thereon, the conference was adjourned to the twenty-ninth of January, at which time the conference reconvened. It was announced, on behalf of the Boot and Shoe Manufacturers' Association, that they had agreed to the foregoing proposition. The representatives of the District Assembly reported that it had been rejected by that body until such time as the joint conference committee had completed its labors. It was then shown that this joint committee had failed to agree at the outset of their deliberations. The first proposition having been rejected, the committee of manufacturers suggested that a seventh person, to be mutually agreed upon, be added to the joint committee; but in case of their failure to agree upon such person, that a member of the State Board of Arbitration, or a person named by said Board, be the additional member of the committee. This proposition was also rejected by the committee of the District Assembly. All efforts to effect a settlement having failed, Commissioner Donovan declared the conference adjourned without date.

The trouble continued until about March 1, 1887, when it was settled by compromise, the firm discharging one foreman and the District Assembly withdrawing their request for the re-employment of the discharged employe.

On or about March 21, 1887, the discharged foreman, Obder M. Hart, commenced criminal proceedings against the members of the District Assembly committee, charging that they had entered into a conspiracy to deprive him of the means of earning a livelihood, and that they intended to drive him out of the country. In the month of April an examination was held before Hon. Solon B. Smith, a police justice of New York city, and the prisoners were held to await the action of the grand jury. On or about May thirteenth, Hon. George C. Barrett, a Justice of the Supreme Court, granted writs of *habeas corpus* and *certiorari*, in the case of John E. Gill, one of the persons so committed. On September twenty-ninth, Judge Barrett ordered that the writs be dismissed and that the prisoner be detained in custody. From this decision appeal has been taken to the General Term of the Supreme Court, which appeal is still pending. Judge Barrett wrote the following opinion:

Opinion.

BARRETT, J. — The result of my examination of these papers is that a *prima facie* case has been made out sufficient to put the relators upon trial, or rather to justify the submission of the facts to the grand jury. The difficulty with the position taken by the learned counsel for the relators is that here there was no question with regard either to advancing or maintaining the rate of wages. The law, as expressed in the present statute (Penal Code, section 170), permits orderly and peaceable co-operation to effect these ends, and undoubtedly, as an incident to this authorized co-operation—that is, to render it effective—a resort to all lawful means of enforcement. Upon this head, the exhaustive opinions delivered by Chief Justice Shaw in Massachusetts (*Commonwealth v. Hunt*, 4 Metcalf, 111) and Chief Justice Daly in this State (*Stevedores v. Walsh*, 2 Daly, 1), are clear and conclusive. Peaceable withdrawal from employment, commonly called a “strike,” however extensive, is plainly such an incident. Violence, of course, is not, nor is a threat of violence—whether direct or as implied in a disorderly and turbulent strike. It is true that an absolute scale of wages cannot be effectively maintained so long as persons, outside of the combination, work for less than the fixed rate. Yet such persons have a perfect right to so work, and are entitled to protection against lawlessness—that is, to protection not against the

peaceable strike, but against violence or threats of violence, direct, or as above suggested, in the form of a disorderly and turbulent strike.

Where, however, there is no relation, direct or indirect, between wages and strike, the combination which brings the matter about for unlawful purposes is a criminal conspiracy. The strike then involves a "diminishing of the quantity of productive labor," which, as was said by Savage, C. J., in *The People v. Fisher* (14 Wend., 18), is "an injury to the community and an act injurious to trade." The judgment in that case, upon this head, is not affected by the later statute; nor is it questioned by the cases already referred to. The unlawful purpose may also be evidenced by force, threats or in intimidation, to prevent another from exercising a lawful trade or calling. (Penal Code, sec. 168, sub. 5.) This last provision was not in the Revised Statutes when *The People v. Fisher* was decided. Consequently the criminal conspiracy doctrine there discussed had reference solely to acts claimed to be injurious to trade and commerce. Here, however, the complaint covers both grounds — namely, acts preventive of the exercise of a lawful calling (sub. 5) and acts productive of "injury to trade or commerce" (sub. 6). It is contended that both these subdivisions of section 168 are limited by section 170, and this is clearly so; but such limitation only goes to the extent of legalizing the peaceable and orderly strike when resorted to in good faith for the authorized purposes.

Sections 168 and 170, as thus construed, are entirely harmonious. That which is lawful under section 170 cannot of course be unlawful under section 168. In other words, what is permitted by section 170 cannot be a conspiracy to commit an act injurious to trade or commerce; nor can it amount to a conspiracy to prevent another from exercising a lawful trade or calling by force, threats or intimidation.

But what is not permitted by section 170 may constitute a conspiracy, and be punishable under subdivisions 5 and 6 of section 168. I cannot, therefore, assent to the doctrine that section 170 authorizes a combination of individuals to compel, by means condemned in section 168, all workmen to join the co-operative forces, or to punish those who are supposed to be inimical thereto.

This section (170) is a weapon in aid not of compulsory organization, but of voluntary co-operation. The construction contended for by the relators would make the labor organization, rather than the courts, the sole judges of whether their acts have any relation to or bearing upon the advancement of wages or the maintenance of the rate. It would enable such organizations to use the wage-question, however remote or even imaginary, as a mere pretense to cloak designs

entirely foreign thereto. Such was not the legislative intent evinced in either the letter or the spirit of the statute. The latter should be liberally interpreted to give due effect to its beneficent purposes, but it should not, by an unreasonable or strained construction, be turned from a measure of protection into an engine of oppression.

The facts presented to the magistrate tend to show a deliberate purpose to impoverish and crush a citizen for no reason connected in the slightest degree with the advancement of wages or the maintenance of the rate. In execution of that purpose they also tend to show acts injurious to the trade and acts preventive (by threats) of the exercise of a lawful calling.

Such facts should certainly be submitted to the grand jury. It follows that the relators were properly committed, and that the writs should be dismissed and the relators remanded.

ALBANY.

On the 31st of January, 1887, the following letter was received by the board :

FEAREY MANUFACTURING COMPANY, *Successors to*
THOMAS FEAREY & SONS, Shoe Manufacturers,
ALBANY, N. Y., January 29, 1887. }

Mr. WM. PURCELL, *Chairman State Board of Arbitration :*

DEAR SIR.—Finding that our price-list was much higher than that paid in other cities where same class of goods are made, we have declined paying present prices any longer, and have so notified our help, stating at the same time that we are willing to call your board into consultation.

Very truly yours.

GEO. D. FEAREY,

President and Manager.

A member of the Board then called on the officers of the company, who informed him that they wished to reduce the scale of wages paid to their employes so as to permit competition with others manufacturing the same class of goods, and that negotiations to that end were then pending between the company and a committee of District Assembly No. 147, Knights of Labor. These negotiations resulted in a disagreement, and a strike took place on March 8, 1887. Immediately thereafter eighteen of the employes of the Fearey Manufacturing Company presented a written request that the Board endeavor to settle the differences between the company and its employes. A

representative of the company also made a similar request. The representatives of District Assembly No. 147, Knights of Labor, were requested to meet the Board on the 11th of March, 1887, and on that day the Board met at their rooms in the Capitol, Albany, Commissioners Robertson and Donovan being present.

George D. Fearey appeared on behalf of the Fearey Manufacturing Company, and James H. Dulin appeared on behalf of the employes of said company.

Mr. Dulin asked for an adjournment until the following week, so that Mr. Nolan, the chairman of their committee, could be present.

The secretary read the documents filed with the Board, and the meeting was then adjourned to March fifteenth, at 3 o'clock P. M., at which time the Board met at the same place, Commissioners Robertson and Donovan being present.

Mr. George D. Fearey appeared on behalf of the Fearey Manufacturing Company, and Messrs. Edward J. Nolan, James H. Dulin and P. S. O'Heaney, as members of the arbitration committee of District Assembly No. 147, appeared on behalf of the employes, for whom they had been acting in the negotiations with the said company.

The secretary read the following agreement, which had been presented by Mr. Fearey :

"We, the arbitration board of District Assembly No. 147, agree that if the Fearey Manufacturing Company will alter their proposal so as to date Feb. 12th, 1887, and will pay old prices up to that date, that agreement shall be binding, pending arbitration, it being understood that there shall be no dilatory action on either side. Agreement hereby attached marked 'Agreement between F. Mfg. Co., their help and K. of L.'"

"ED. J. NOLAN,

"J. H. DULIN,

"P. S. O'HEANEY,

"GEORGE D. FEAREY, *Pres.*

"JONAS H. BARNET,

"Of Advisory Com."

"ALBANY CITY AND COUNTY, ss. :

"Personally appeared before me the persons who signed the above, and acknowledged that they executed the above agreement on this, the 5th day of February, 1887.

"WM. K. TEMPLETON,

Notary Public."

Also the following document attached thereto, marked "Agreement between F. Mfg. Co., their help & K. of L. :"

"To the shop committees :

"We find that in other places prices of making shoes, in all branches, are very much lower than those paid by us. We find, also, that these factories are working under price lists prepared by assemblies of the Knights of Labor. It is a self-evident fact that we must have a list of prices on the same basis as manufacturers making same class of goods or eventually we would be driven out of business by their competition.

"As close as we can figure, the differences are about as follows: Cutting room, fifteen per cent; fitting room, thirty per cent; lasting room, forty per cent; finishing room, forty-five per cent; bottoming room, thirty-three and one-third per cent; treeing room, thirty per cent; sole-cutting room, twenty per cent; hand-sewed room, twenty per cent.

"We will not, after Saturday, January 29, 1887, pay the prices we have been paying for work. We will call into consultation the State Board of Arbitration, we to present our side of the question and the District Executive Committee of the Knights of Labor the workmen's side, with the understanding that our price-list shall be as low as any firm employing Knights of Labor. Pending the settlement of price-list, we will pay present prices, less percentage as above stated, and if when final list of prices is agreed upon it amounts to more than amount paid, we will pay the excess to the hands to whom it is due.

"FEAREY MANUFACTURING CO.,

"GEO. D. FEAREY,
Manager."

Mr. Nolan stated that the document signed was the original document signed by them, but that they had no knowledge of the document annexed.

Commissioner Robertson asked if the committee representing the employes were willing to submit the matter to the State Board of Arbitration. Mr. Nolan said they were willing to submit the matter, but not under the alleged agreement presented by Mr. Fearey.

The following agreement was then prepared by the Board:

"It is hereby agreed by and between the Fearey Manufacturing Company, of the city of Albany, N. Y., and Edward J. Nolan, J. H. Dulin and P. S. O'Heaney, for and on behalf of the employes of said company, that the matters of difference between them, relating to the schedule of prices to be paid by the said company, be submitted to the State Board of Arbitration for investigation and settlement.

It is further agreed that the said employes of the Fearey Manufacturing Company shall return to work and continue at work in their respective positions, pending such investigation and settlement, except during such time as the factory may be idle on account of necessary repairs or other necessary causes of delay; the question of necessary delay to be left to said Board.

"It is also further agreed that the schedule of prices which the State Board of Arbitration shall decide that the Fearey Manufacturing Company shall pay shall be paid from the date of this agreement, no payment to be made until such decision shall be rendered.

"It is also further agreed that the parties hereto shall abide and carry into effect the decision of said Board herein; such decision to be rendered within three days after the testimony is closed."

The parties were requested to consider this proposition and decide, before the next meeting of the Board, whether they would accept or reject it.

An adjournment was then taken to March sixteenth, at twelve o'clock m., at which time the Board met at the same place, all the members of the Board being present.

The foregoing agreement was then executed by the Fearey Manufacturing Company, through George D. Fearey, its president, and by Edward J. Nolan, James H. Dulin and P. S. O'Heaney, on behalf of the employes.

The committee representing the employes presented a list of prices demanded, and an objection to the method of payment; and Mr. Fearey, on behalf of the Fearey Manufacturing Company, presented the claims or demands of the company.

The Board decided that, inasmuch as the controversy proceeds from a reduction made by the company, the Fearey Manufacturing Company should take the affirmative of the case and show why a reduction should be made.

Recess till 3 p. m., at which time the Board met at the supervisors' rooms, in the city hall, Albany, and were attended by the same parties.

The secretary read the papers submitted to the Board which contain the claims or demands of the parties.

WILLIAM MAKEHAM, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. Are you a resident of the city? A. Yes, sir.

Q. In the employ of the Fearey Manufacturing Company? A. Yes, sir.

Q. How long have you been in their employ? A. Eighteen years.

Q. Are you thoroughly acquainted with the kind of goods they have made during all that time? A. Yes, sir.

Q. When you first came into their employ what was the kind of shoe which they were manufacturing — manufactured mostly? A. Childs and misses; most of them were polish and most of them were grain leather.

Q. What kind of leather? A. Grain leather.

Q. Later on, while you were in their employ, they also commenced to make button of the same kind of leather, did they not? A. Yes, sir.

Q. Did they make, of the same kind of shoe, a split fox and calf fox shoe in the lower part, when they commenced to make a grain button? A. Did they make a child's?

Q. A child's split fox? A. Not to my knowledge.

Q. No time during your —? A. Yes, sir; there was a few child's split fox.

Q. Will you tell me how many pair a day, at any time during this time, they made of misses' and child's grain shoes. A. When I first came there?

Q. No; at any time. A. How many pair in a day?

Q. Yes, sir; how many pair average in a day at any time? A. Of grain shoes alone I should think they made from seven to nine or ten hundred pairs a day.

Q. At one time then their manufacture was largely made up of this kind of work? A. Yes, sir.

Q. Have you noticed any falling off in this kind of work? A. I noticed that most of the grain work has fallen off.

Q. Has this falling off been gradual, from year to year? A. Yes, sir; each year.

Q. Each year they seem to make less and less of this kind of work? A. Yes, sir.

Q. During the time you have been in their employ have you known them to make a woman's goat and kid shoe? A. Yes, sir.

Q. How many pair a day would you say they were wont to make, on an average? A. I guess we used to make, at one time, five hundred pair a day — between four and five hundred.

Q. Do you think they would average that number, working for the year? A. I think it would for one season.

Q. Do you think for a number of years they averaged 150 to 200 pairs a day, woman's goat and kid button? A. Yes, sir; for the number of days they worked.

Q. Have you noticed any decline in the number of pairs made in

this kind of shoe? A. I notice that we don't make but very few woman's goat and kid now.

Q. How many pair a day would you say we average now of goat and kid button? A. Of woman's?

Q. Yes, sir. A. I don't think we make over seventy-five pairs a day of woman's kid and goat.

Q. How many pair a day do you suppose we make of child's and misses' grain shoes? A. Between one and two hundred.

By Commissioner ROBERTSON.—That is a pretty wide margin. A. I can fetch it to 150.

By Mr. FEAREY :

Q. You think we don't average more than 150 pairs a day now when working? A. Not more than 150.

Q. And the quality of the shoe made during this time; do you consider that the grain shoe made to-day is as good as the grain shoe made by us at any time during this period—that is, your judgment as a mechanic? A. No, I don't think they are quite; I don't think they are quite as good as they were a year ago.

Q. Do you think they are as good as they were two years ago; do you think they are as good as the average shoe that we have made? A. No; I don't think they are, quite.

Cross-examination:

Q. Mr. Makeham, are you working there, or a foreman in the establishment? A. I am a foreman.

Q. How do you receive your salary?

[Mr. Fearey objected to the question on the ground that it was not proper cross-examination on the subject on which the witness had been examined. Overruled and the question allowed.]

Q. How do you receive your pay for your services? A. What do you mean?

Q. In what way—are you a contractor? A. Yes, sir; I get so much for a pair.

Q. How much do you average a week? A. Well, I don't know.

Q. About how much? A. From twelve to eighteen dollars.

Q. Is it nearer eighteen than twelve? A. No, sir; I don't think it is.

Q. Does it oftener reach eighteen than twelve? A. No, sir.

Q. Have you people that you pay out of your earnings? A. I have.

Q. Is that included in the eighteen? A. No, sir.

Q. That is your money, clear of expenses? A. Yes, sir.

Q. How long have you worked for Mr. Fearey? A. About eighteen years.

Q. You stated in your testimony that the shoes are not as good now as they used to be? A. Yes, sir.

Q. Why is that so? A. I said they are not quite up to the standard as they were two years ago.

Q. Where is the deficiency, in the material? A. The deficiency is in the work.

Q. That is the workmanship of it? A. The workmanship of it.

Q. Is there no change in the material of this work executed this last season and that of a year ago? A. I don't think there is.

Q. No change in the stock at all? A. No; I don't think there is.

Q. There is no change in the stock from the time he made 250 pairs a day and the present? A. Well, it has been quite a while ago and I can't remember just what the stock was that was used then; there is a difference in the sole leather just the same as there is in the uppers.

Q. When was it you were making 250 pairs a day? A. In a woman's kid shoe?

Q. Yes, sir? A. It was five or six years ago.

Q. You think the shoes turned out to-day are of an inferior grade?

A. They are not quite up to the standard as they were five years ago.

By Mr. DULIN:

Q. What particular department do you have charge of? A. The bottoming department.

Q. Is the bottoming done as well as it was five years ago? A. That is what I just stated.

Q. It is not done as well? A. No, sir; it is not.

Q. When you made the 250 pairs a day was it done under contract, as it is now? A. No, sir.

Q. Do you know anything about the prices paid in Geller's, Shoemaker & Pabst's, G. A. Wolverton's or Busley's; are you acquainted with the prices paid in the places I have named for bottoming? A. I never worked in any one of them and I don't know but very little about the prices.

Q. You don't know? A. No; I can't swear to their prices.

Redirect-examination:

Q. Are you acquainted with the prices in our shop in your department? A. Yes, sir.

Q. Are the prices less on bottoming now than they were when we made a greater number of pairs? A. Not on that grade, I think.

Q. I understand you to say that we are paying the same prices for bottoming now as we were when we made a better shoe? A. On that grade.

Q. Are you acquainted with the shoe made by Mr. France, in this city? A. No, sir.

Q. Have you seen any of them? A. No, sir.

Q. Are you acquainted with the general reputation of the shoe? A. No, sir.

Q. Do you know anything of the shoes made by Shoemaker & Pabst? A. No, sir.

Q. Have you ever seen any of the shoes made by them? A. no, sir.

Q. Have you ever seen any of the shoes made by A. C. Geller? A. No, sir; I never have seen but two or three pairs of their shoes and those were custom shoes.

Q. You say the wages are the same on the kind of shoes made and the shoes are not made as well; do you believe that because you have a contract, a so-called contract, to take charge of that room at so much a pair, that for that reason the help has slighted the work? A. No, sir; I don't think that is any cause.

Q. Do you know that they have slighted the work? A. Not on that cause.

Q. What is your idea of the reason that the work has not been as well done in the last season as it has been done in seasons before?

A. I think it was because, last season for instance, we had more work; I think it was on account of the help having more work and they hurried the work through; I think that was probably where the deficiency came in.

By Mr. NOLAN:

Q. You say that the work is inferior, owing to the fact that they hurried it through; they worked harder at it? A. Yes, sir.

Q. They work harder at it now than they did in former seasons? A. Last season?

Q. Last season? A. Yes, sir.

By Mr. DULIN:

Q. How long have you had a contract with the Fearey Manufacturing Company? A. I don't know; perhaps four or five years.

Q. Were you formerly employed there, in charge of a room, before you took those contracts? A. Yes, sir.

Q. What was your salary? A. What was my salary then? I think it was fifteen dollars; I would not be sure; I think it was that.

Q. Have you got a grievance, with regard to wages, with Mr. Fearey? A. No sir.

Q. Did you sign an application, asking the State Board of Arbitration to take up your case with Mr. Fearey? A. I did.

By Mr. FEAREY:

Q. I would like to have you state how you are paid for this work, this contract system that you speak of? A. How much I get a pair?

Q. Yes, sir. A. I get eighty cents a hundred.

Q. For every hundred pair of shoes made you get eighty cents? A. Yes, sir; what goes through my room.

Q. And what is your duty? A. To take charge of the floor.

Q. And see that it is well done? A. Yes, sir; and get it out of the way.

By Commissioner DONOVAN:

Q. Is that eighty cents a hundred pairs what comes to you? A. No, sir; I have got others to pay out of that.

Q. How much have you got to pay out of that? A. I don't know; I would have to figure that up.

Q. About how much as near as you can tell? A. Somewheres about four dollars a day.

Q. You say eighty cents a hundred pair; about how much of that eighty cents do you have to pay to the help? A. That I would have to figure out, because I would have to figure out how many pair I would get out a week, and then figure out how much I paid my help.

Q. Would it be forty cents? A. I think it would be about half.

By Mr. DULIN:

Q. How many employes are there under you in the bottoming department? A. Well I could not tell you how many there is.

Q. Are there twenty? A. Probably from fifty to seventy-five.

Q. That this forty cents is divided among? A. Oh, no.

Q. I want to get at how many people there are among whom this forty cents is divided? A. There is five.

Q. How many hundred pair a day — what is the capacity of the shop? A. What is the capacity, how many could we make?

Q. How many do you make? A. What we could make and what we do make is a different thing.

Q. How many could you make? A. We could make fifteen to eighteen hundred pair a day; the shop is big enough to make that.

By Mr. FEAREY:

Q. If you were making that number you would have to employ more help, wouldn't you? A. Certainly.

Q. They would have to be paid out of your eighty cents a hundred? A. Yes, sir.

By Mr. DULIN:

Q. How many pair a day can you turn out with the help you have there now? A. With the help there is there now I should judge we could make seven — seven or eight hundred, probably, a day.

Q. If I understand you right, then this eighty cents would make \$6.40 cents a day; \$3.20 is your share, for you? A. Yes, sir.

Q. And the residue of the \$6.40, \$3.20, would be divided among the four or five people helping you; is that right? A. Yes, sir; about that.

By Mr. NOLAN:

Q. Mr. Fearey asked you if you were making more shoes a day would you not have to have more help? A. Yes, sir.

Q. Would you also make more money? A. No; I don't know as I would; it is just according to how I could hire them; it depends on what I could hire them for.

By Commissioner PURCELL:

Q. Mr. Fearey, as I understand him, has introduced you as a witness to show that there has been a falling off in the sale of a certain class of shoes, and you have testified to that effect, that there has been a very large falling off in that class of shoe; do you attribute the falling off in the sale of the shoe to defective workmanship? A. No, sir.

Q. What else do you attribute it to? A. To the competition of other manufacturers which prevents the sale of them.

Q. Is not there a style and shape to a shoe that establishes it in the market? A. Yes, sir.

Q. Are there not some manufacturers that, in the respect I mention, are superior to others and drive others out of the market? A. Yes, sir.

By Mr. FEAREY:

Q. You say the workmanship of the shoe the last season was not as good as it was the year before; are we making more shoes this season than we were last? A. No, sir; I think just about the same.

Q. You should judge then, so far as quality is concerned, it has not affected the number of shoes sold? A. No, sir.

Q. The year before last were they made worse or better than last season? A. I think they were just about the same.

Q. How about the season before that? A. I think they were made a little better.

By Commissioner DONOVAN:

Q. With your experience for a number of years in this industry, to what extent has prison made shoes entered into the reduction of the prices, so far as you can judge? A. Do you mean the price of the shoe?

Q. Quality and price? A. I think that they can beat us every time both in the quality and the price of the shoe; what I mean is they can do better work and they can sell the shoe for a little less than we can.

WILLIAM FRAZIER, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. You are employed by the Fearey Manufacturing Company? A. Yes, sir.

Q. How long have you been in their employ? A. I think about fifteen years.

Q. Do you know the kind of shoes that they have made during this time? A. Yes, sir; I know something of the kinds they have made.

Q. Do you know that, at any time during the time that you have worked for them, they have made seven to nine hundred pair a day of grain shoes? A. Yes, sir; I think I can state that correctly.

Q. Do you know of any time, during the time you have been in their employ, that they have made from three to four hundred pair a day of women's kid and goat button? A. I think I can state that they have made from two hundred and fifty to three hundred pair of kid and goat button of women's.

Q. State how many pair you should think they are averaging a day now of grain button? A. Of all kinds?

Q. Child's and misses'; those are the kinds we made in those times; child's and misses' grain shoes? A. I have some doubt in my mind as to the number of pairs.

Q. Would you think it was a hundred pairs or more than a hundred pairs? A. Well, the average of a hundred pair a day of grain goods I think would average all that we make.

Q. Do you think that we will make over seventy-two pair of women's kid and goat button now a day? A. Yes, sir; I think we will.

Q. Do you think we will make 144 pair of women's? A. I think we are making 150 pair a day, on an average, women's kid and goat of all kinds.

Q. Button, I said? A. No; I don't think we are of button.

Q. Considering the work done, do you consider it is done better or worse now than it has been done at other times since you have been in our employ? A. Speaking generally, or partially, there is some

parts of the work that I think are about equal; some parts I think are not quite as good; taking it on the whole, I do not think, on the average, it is as good as it was some three or four years ago.

Q. Did you state what position you have in the factory? A. I have charge of the fitting department.

Q. Are the prices paid the last season the same as the prices that were paid during the last few seasons when the work was better? A. The prices are the same.

Q. You are acquainted with the prices paid in your department. A. Yes, sir; partially.

Q. Are you acquainted with the quality of prison made shoes? A. I have seen some of them.

Q. Do you consider them better than the shoes made outside or not as good? A. I have seen some of the shoes that I consider equal to anything that we made in that line; some of them better.

Q. Do you know anything of the prices of prison made shoes? A. No, sir; I do not; I could not say that I know the prices; only on the finer kind of goods, I have examined the quality of them; that is all I can say about them.

Q. Are you acquainted with the shoes made by France, of this city? A. No, sir; I am not.

Q. Are you acquainted with the shoes made by Shoemaker & Pabst of this city; have you seen them? A. I don't know that I ever had any of their shoes in my hands, finished shoes.

Cross-examined by Mr. NOLAN:

Q. In what way do you receive pay for your services from the Fearey Manufacturing Company? A. I receive it through contract or partial contract, so-called.

Q. About what are your earnings per week? A. Well I should judge that it is, take it all through week in, say for two weeks, it would run up to \$100 or \$150 sometimes.

Q. All belong to you, your earnings? A. No, sir.

Q. What do you make yourself; that is what I want to know? A. What I make myself I suppose will run from nine to twenty dollars a week.

Q. Nine to twenty; can't you give me a nearer average? A. No, sir; I don't know as I can.

Q. Well, when you are working regularly? About fifteen or sixteen dollars a week when we are working regular.

Q. Have you children working for you in your department? A. Yes, sir.

Q. What are they, boys or girls? A. Boys.

Q. What do they earn? A. One gets at the rate of five dollars a week and the other gets seven and a half.

Q. How long have you been a contractor there in that factory? A. About five years, I think.

Q. Before that what were you doing? A. I had charge of the machinery.

Q. You are a machinist, are you not? A. No; I don't count myself a machinist.

Q. You are familiar with machinery? A. I consider that I am.

Q. You say that, on an average, the work is not as well done as it was some time ago? A. Yes, sir.

Q. In what respect is it not done as well? A. I don't know as I can explain that satisfactorily to you.

Q. In your own department is it done as well? A. That is what I spoke of.

Q. Is it done as well in your department? A. No, sir; it is not.

Q. Why is it not done as well? A. There is a disposition, at times, to slight work; not to do justice by the work.

Q. Not to do it as well? A. Yes, sir.

Q. Is not the work that is not done properly discounted from the earnings of the people under you; if they spoil a shoe do they receive pay for it? A. As a rule, they have.

Q. Haven't there been times when it has been different? A. There has been times when a girl has been charged for the shoe.

Q. What becomes of the shoe that is spoiled and is charged for? A. I believe it goes into stock; if it is in my department it is given to Mr. Fearey and he puts it into stock and the case is cut over.

Q. When there is a rush of work in the factory is not that the time that the work is inferior? A. Some of the work is inferior at all times.

Q. Do you find fault with any of the help? A. Yes, sir.

Q. In what way is your remonstrance taken by the employes. A. Sometimes it is taken with no notice, sometimes with a little back talk, and sometimes "I will try and do better."

Q. How many people work for you besides the two children? A. I guess I can count them up; I guess there is about twenty-one.

Q. Twenty-one that you pay? A. Yes, sir.

Q. Do you receive your money from the office in bulk form and you distribute it to the people who work under you? A. I receive it in bulk and done up; I receive it both ways.

Q. And you pay it to the operatives who work under you? A. Yes, sir.

By Mr. DULIN:

Q. How long is it since you have had a contract? A. About four or five years, I think.

Q. Previous to that contract system do you know how the work was performed? A. I do.

Q. There was a foreman over that department? A. Not a foreman but a forelady.

Q. You are in the fitting department? A. Yes, sir.

Q. Do you get a special rate, like Mr. Makeham, on a certain number of pairs? A. Yes, sir.

Q. What is your rate? A. I get \$1.50 a hundred pairs.

Q. Is the shoe business generally as good now as it was four years ago, at the time you took the contract? A. Well, I don't think it is quite as good now as it was in previous years, but I judge it is about the same now as it was — well, very near the same as it was when I took the contract.

Q. What I want to ask you is, do you think there has been any falling off in the manufacture of shoes in your factory since you took this contract? A. Well, I think it is pretty nearly the same thing; there may be a little difference.

Q. Are the prices now the same as they were for the piece work performed at the time you took the contract? A. I don't think there has been much, if any, change.

Q. I want to call your attention to the vamping; do you remember when they used to be pasted on instead of held on, as they are now? A. No, sir.

Q. Were they ever pasted on? A. Not since I have been in the factory.

Q. In regard to marking them, was not that what they called marking them formerly designated for pasting? A. Not on vamps.

Q. What was it for? A. Marking was for foxings on shoes.

Q. Were they pasted on? A. Yes, sir.

Q. The price that was paid for the pasting, has that been put on for the marking? A. Yes, sir.

Q. Who received the price of the marking? A. I did.

Q. Do you get the price of the marking now? A. No, sir.

Q. Is that given now to anybody? A. No, sir.

Q. Have you a grievance against the Fearey Manufacturing Company; did you sign an application asking the State Board to interfere and settle this matter? A. Yes, sir.

Q. And why did you sign the document? A. Simply to get the matter settled up.

Q. Was it in your own interest or the interest of the firm? A. No, sir; not in the interest of the firm no more than the interest of the help.

Q. Have you any machines that are operated in your department?
A. Yes, sir.

Q. They are not Mr. Fearey's, they are yours? A. Well, I have charge of them.

Q. They are operated by the power from Mr. Fearey's engine?
A. Yes, sir.

Redirect-examination:

Q. I understand you to say that help getting the same wages as they formerly did do not do the work as well? A. Yes, sir.

Q. They slight the work? A. Yes, sir; on some parts of the work.

Q. You have machinery in our factory that you own or partially own and you operated them; you have space that is occupied with them; do you pay rent for that space? A. Yes, sir.

By Mr. DULIN:

Q. Are there some people working on piece work in your department? A. Yes, sir; nearly all piece work.

Q. Who makes those prices? A. Well, sir, those prices were made, most of them, before I had anything to do with the room; I could not say who made them.

Q. Have you ever been asked by any of your help for a price list; did any of them ask you to furnish them a price list? A. Of my help?

Q. Yes, sir. A. No, sir.

Q. Do you know where there is a price list that the help could get at to see the prices of the different work? A. No, sir; I haven't any price list.

T. J. HOGAN, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. You are in the employ of the Fearey Manufacturing Company?
A. I am for nineteen years.

Q. In what capacity are you employed? A. As traveling salesman.

Q. Are you aware that, at any time during the time that you have been in the employ of the company, or the firm previous to becoming a company, that they made seven to nine hundred pairs a day of grain shoes? A. Yes, sir.

Q. Are you aware at any time during your service with the firm or the company, that they made from three to four hundred pairs a day of goat and kid button shoes? A. Yes, I should say they made from two to five hundred pairs a day.

Q. About how many pairs a day? A. I should say two hundred pairs a day would cover it.

Q. Do you know how many pairs a day of grain shoes they are making now? A. I should not say one hundred.

Q. Do you know how many pairs of women's goat and kid button shoes they are making a day now? A. I should not say more than fifty pairs a day.

Q. Do you know anything of the quality of the shoes made by J. H. France, of this city? A. Yes, sir.

Q. You have seen the shoes and handled the shoes? A. Yes, sir.

Q. You consider yourself a judge of the quality of shoes? A. Yes, sir.

Q. Do you consider the shoes made by J. H. France better than the shoes made by us? A. Yes, sir; I should say they are worth a dollar a pair more than what we make.

Q. Do you know the shoe made by A. C. Geller, of this city? A. Yes, sir.

Q. Handled it? A. Yes, sir.

Q. And handled it critically so as to be able to judge of it? A. Yes, sir.

Q. Do you consider the work he makes worth more than ours? A. Yes, sir.

Q. How much more would you consider it worth a pair than the women's button we make? A. I should consider it worth a dollar a pair more than ours.

Q. Are you acquainted with the shoes made by Shoemaker & Pabst, of this city? A. Yes, sir.

Q. You have seen the women's goat and kid button made by Shoemaker & Pabst, of this city? A. Yes, sir.

Q. You have seen them how many times do you suppose? A. Perhaps one hundred times.

Q. You have seen them in all parts of the country? A. Yes; I have not seen many of them in the South.

Q. You know the women's kid and goat button that we make? A. Yes, sir.

Q. Do you consider their women's kid and goat button worth more than ours? A. Yes, sir.

Q. Do you consider the grain shoe made by Shoemaker & Pabst worth more than our grain shoe? A. I should consider their grain shoe is fully worth twenty-five cents a pair more than ours; that is the shoe made like ours.

Q. Are you acquainted with the shoes made by M. W. Dodge, of this city? A. Yes, sir.

Q. Do you consider the work done by M. W. Dodge, of this city, better than ours? A. Yes, sir.

Q. You consider it worth more in price? A. Yes, sir.

Q. Are you acquainted with the quality of grain shoes made in the East? A. Yes, sir.

Q. Are you acquainted with the quality of grain shoes made at Stoneham, Massachusetts? A. Yes, sir.

Q. Have shoes made at Stoneham, Massachusetts, been sold to customers of yours and you thus been kept from getting orders? A. Yes, sir.

Q. Are you acquainted with the line of shoes made at Athorn, Massachusetts? A. No, sir; not directly.

Q. Are you acquainted with the line of shoes made by the East New York Boot & Shoe Company, of this city? A. Yes, sir.

Q. Have you seen or are you acquainted with any other line of shoes made by any other parties? A. Keller, Line & Fields' shoes have bothered me more than any other shoes.

Q. Have you sold as many grain shoes to your customers as previously? A. No, sir.

Q. State your reason. A. They can buy Keller, Line & Fields' for \$1.00 and we want \$1.15; and they can buy child's for ninety cents; that is the reason.

Q. State the prices they are sold for by the East New York Boot & Shoe Company. A. A better shoe than we would be able to make for a dollar they sell for a dollar.

Q. Do you know the price of their misses' grain button? A. You can't tell the price; they sell at \$1.10, \$1.05, and I have seen them sold in the West for ninety cents.

Q. What do you sell that shoe for? A. \$1.10 is my price around here and \$1.15 on the road.

Q. And you have seen as good a shoe, made by Keller, Line & Fields, sold for \$1.00? A. Yes, sir; it is fully as good as ours and it sells for a dollar; it is a better finished shoe than ours.

Q. Do you consider that the reason we have been driven out of the market on grain shoes is because of the quality of the shoe or because of the cheap prices? A. Because of the price; I claim that our grain shoe is better now than it was five years ago; we were making a cheap line shoe at that time; we are making a better shoe to-day in quality; I don't consider that we are in workmanship.

Q. Has there been a change in the styles of the shoes in the last five years? A. Yes, sir; a good many.

Q. Do you consider the style and make-up of the shoes better now

than they were five years ago? A. Yes, sir; I consider that they are better on all our shoes except the women's shoes.

Q. You think the general get-up, cut and style of the misses', child's, boys' and youths' shoes is better to-day than it has ever been before? A. Yes, sir.

Q. You have been told so by your customers? A. Yes, sir.

Q. You have been told so by how many customers? A. Perhaps twenty-five in the last month.

Q. If you were to have a misses' and child's button that you could sell at a price to compete with these other manufacturers, how many pairs a day do you feel positive that you could sell? A. 100 pair; that is, when I was on my trip.

Q. You feel that you alone could sell one hundred pair a day? A. Yes, sir.

Q. How many traveling men have we? A. There are six now, including commission men.

Q. How many do we generally have? A. Eight.

Q. If the price was right could they sell as many pairs a day as you could? A. Yes, sir; they should sell more in the West; there is more demand for them there than in the South.

Q. What States do you travel in? A. Kentucky, Louisiana, Arkansas, Alabama, Georgia and Tennessee.

Q. Is the demand as great in those States as it is in the western States? A. No, sir.

Q. If your territory was in Michigan and Illinois how many pairs could you sell a day — are you sure you could? A. 100 pair a day.

Q. You know the price we ask for women's kid and goat button? A. Yes, sir.

Q. What price do we sell them at, the list price that we make? A. \$1.65.

Q. Do you know any lines of shoes that are equal to it that sell for a lower price? A. Yes, sir; I know a dozen of them at \$1.50.

Q. Name some of them. A. B. W. Hoyt & Co., Merriman & Tyler.

Q. They are just as good in general style and get-up? A. Yes, sir; at \$1.50.

Q. In your travels in the East you have seen a good many shoes? A. Yes, sir.

Q. Will you tell me whether that shoe, as far as the edge-setting, bottoming and burnishing is concerned, was just as well finished as ours that we sell for \$1.65? A. Yes, sir; it was a cleaner shoe than we make.

Q. Have you seen a shoe for \$1.25 in the East? A. Yes, sir.

Q. Is that shoe, in regard to the heel burnishing, the edge-setting, and bottom finish, as well finished as that we sell for \$1.65? A. Yes, sir; I think it is a cleaner shoe; the workmanship is better than the shoe we sell for \$1.65.

Cross-examination:

Q. How long have you been a traveling salesman for the Fearey Manufacturing Company? A. I started in 1875.

Q. Are you a shoemaker by trade? A. No, sir; I sand-papered shoes and dressed calf shoes; that is all.

Q. You are not a shoemaker? A. No, sir.

Q. Do you consider that you are a judge of shoes? A. Yes, sir.

Q. Why is it that you differ with the others who manufacture the shoe? A. I say in one particular kind of shoe, the grain shoe, that there is better stock in it than there was five years ago.

Q. Do you work on commission or salary? A. I work on salary and commission.

Q. Are you a stockholder in the Fearey Manufacturing Company? A. No, sir.

Q. In traveling you meet with other salesmen? A. Yes, sir; I meet with fifty some days; meet them in hotels.

Q. And you take their word for it that they sell these shoes for less? A. I have seen the samples.

Q. Have you actually seen them sold for less than you sell yours for? A. No, sir.

Q. You take their word that they sell them for less than you do? A. I take the word of the merchants; when I show my shoe for \$1.15 they say that they have a better for \$1.00.

Q. Is it not likely that merchants will misrepresent the prices in such cases? A. Not often; they might in some cases.

By Mr. FEAREY:

Q. Do I understand you to say that the general style of the shoe helps to sell it, notwithstanding the poor work? A. Yes sir.

Q. The general style of the shoe helps to sell the shoe, notwithstanding the poor workmanship? A. Yes, sir.

Q. Is not the general style of our shoe better than other shoes of the same grade? A. No; it is not more particularly stylish than other lines of work; I could take Cutler's line of shoes, the one I mentioned, it is fully as stylish as ours.

Q. When was your last trip on the road; when were you last out? A. I was last out about a week ago.

Q. When do you commence your next trip? A. I was to go out the first of April.

Q. Where do you go first? A. I go to Arkansas.

Q. You say Dodge's work is better than Fearey's? A. Yes, sir.

Q. Does Dodge make only hand-sewed work? A. No, sir; he makes women's shoes too.

Q. Is not there a demand for that women's shoe? A. Yes, sir; there is a demand for that shoe if I could get it down so as to sell it for what others sell it.

Q. Do you know what our women's goat and kid retail for generally? A. About two dollars generally, I should say.

Q. You said you had seen a women's kid sold for ninety cents. A. Yes, sir.

Q. Is that a kid shoe? A. Sheep skin; they are called kid; lots of ours are sheep skin at \$1.65, but they are called kid.

Q. Did you ever see a women's kid shoe sold for ninety cents? A. Not a genuine kid, no.

By Commissioner PURCELL:

Q. Is there not a good deal of difference in the capacity of the salesmen in selling lines of shoes? A. Yes, sir; I have seen it in our place.

Q. Some men would take a line of shoes and sell it where others would fail in it? A. Yes, sir.

By Mr. NOLAN:

Q. Are you considered by the firm to be one of the best salesmen or the poorest? A. Well, I can't say; I will state right here that there was nothing said to me; I was sitting in the office reading a paper, and Mr. Fearey told me to come up and be a witness.

Q. You had no interview with Mr. Fearey? A. No, sir.

Q. You say your shoes are not as well made as France's or Shoe-maker & Pabst's? A. No, sir.

Q. They are not as well made? A. No, sir; they are not.

Q. Do you know the difference in the prices paid to the help? A. No, sir.

Q. Do you know that Mr. Fearey's prices are the lowest in the city of Albany? No, sir.

By Mr. FEAREY:

Q. If you had a women's goat and kid button shoe, the same stock exactly in the shoe, at a price to compete with other manufacturers, do you think you could sell some of them? A. Yes, sir.

Q. How many do you think you could sell a day? A. About six or seven dozen.

Q. Is that one of the most popular grades of shoes made? A. It is.

Q. Can you sell any of that grade at all? A. I can sell very few of them.

Q. Can you give them away? A. Oh, yes; I could give them away.

Q. Do you know a shoe that the bottoming—that the work is poorer than the one made by us? A. Yes, I do; I know of no shoe at the same price as ours that is made as poorly.

By Mr. DULIN:

Q. When did you notice this frightfully poor class of work?

A. Last season particularly; one season we will have good work there and the next season we will have very poor work.

Q. Mr. Fearey has asked you if you could sell that shoe for \$1.50 how many pairs a day you could sell, and you said one hundred pairs. A. Yes, sir.

Q. If you could get that shoe on the market for \$1.25 couldn't you double the number of pairs? A. Yes, sir; if it was as good a shoe.

GEORGE D. FEAREY, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

A case similar to this case, in which, without controversy I am informed, has just been gone over in Lynn by the State Board of Arbitration of Massachusetts; I have sent to get positive information on that point; I have, at the present time, a man traveling through the East getting prices for me to bring in as evidence; it struck me that, perhaps, it might be well if the evidence that has been taken in the Frank W. Breed case, at Lynn, can be procured as a check against the information that I may get from the East, to make sure that the prices that I get are correct; it might save us a great deal of time and might save us the trouble of bringing witnesses from the East; there are forty-six factories that are making shoes of the kind that we are making; from twelve of those factories, I am informed by one of the parties, the figures were procured by the State Board of Arbitration, of Massachusetts, and that might save us the trouble of bringing witnesses from all those places.

Commissioner PURCELL.—Are the conditions the same in this case? Will that evidence show that the conditions here are substantially the same as there?

The WITNESS.—The conditions are different in a measure; in some of them they are like and in others they are like in part; the evidence bears

on part of the work; I say the case here is substantially the same as the case in Lynn; it was a test case brought up by Mr. Breed, and he appealed to the State Board of Arbitration, and the outcome has been that, although they have given him a new price they have cut the price and given him a price between the price in Lynn and the price in other places — the result has been that Mr. Breed is going to leave Lynn and is going to Athorn, Massachusetts.

MR. DULIN.—Did Mr. Breed tell you that he was going to leave Lynn?

THE WITNESS.—I am stating it to the best of my belief; I got it from such good authority that I think there is not much doubt about it. That case was F. W. Breed, of Lynn.

MR. DULIN.—Do you know how long the Massachusetts Board of Arbitration has been engaged on the Breed matter?

THE WITNESS.—My impression is that they were engaged in it seven weeks; they went over it very thoroughly.

Adjourned to March 17, 1887, at 10 o'clock A. M.

At which time the board met at the same place, all the Commissioners being present, and they were attended by the same persons on behalf of the respective parties.

MARCUS CARL, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. You are in the employ of the Fearey Manufacturing Company?
A. Yes, sir.

Q. How long have you been in their employ and that of their predecessors? A. About seventeen years; nearly seventeen.

Q. What is your position? A. I am the overseer of the cutting department, the upper cutting.

Q. In your position as foreman of that department, you would be likely to know the kind of goods that has gone through the factory during that time? A. Yes, sir.

Q. During that time how many pairs of grain shoes, women's, misses' and children's, have been made a day, on an average, during any season? A. We have made in times past as many as seven or eight hundred — perhaps a little more than eight hundred pairs in a day; of late we are making somewheres near a hundred.

Q. How many cutters did you have working under you on grain shoes at one time? A. Under me, about six.

Q. At any time during the time that you have had your position how many pairs of women's kid and goat button have been made, on an average, in a day in the factory, would you judge? A. Well, I

should judge, at times that they have made as high as four hundred pairs a day, kid and goat; I can't say positively just how many.

Q. You are sure you have made three hundred pairs a day? A. Oh, yes, sir.

Q. You will swear positively to that? A. Yes, sir; certainly.

Q. How many cutters would be working on that many pairs of kid and goat button? A. There has been at times as many as five or six cutters working on kid and goat.

Q. I understand you to say that there have been, at one time, on kid and goat and grain shoes, twelve upper cutters working under you in the factory? A. Kid and goat and grain, yes sir.

Q. How many pairs of grain shoes have you averaged a day during the last year? A. I should judge not over one hundred pairs a day.

Q. How many cutters do you keep busy? A. Part of the time I have one, and a very small part of the time two, and there is a portion of the time not any.

Q. You think one cutter could do all the work on grain shoes? A. Yes, sir; easily on grain work.

Q. How many cutters have you busy now on women's goat and kid button, or have you had during the last year? A. We make but very few.

Q. How many cutters; could one cutter do all the work on them? A. Yes, sir; one cutter could do it if he had just that one kind of work; just women's kid and goat alone.

Q. You think he could do more than that if he had the kid and goat alone? A. Yes, sir; I think he could if he had that alone, except the cheap work.

Q. In your opinion how many hands would it take to do other parts of the work, to finish up the work on kid, goat and grain button; about how many extra would it take? A. About six could do it; I would have to make a little different statement on that.

Commissioner PURCELL.—What is the object of this testimony?

Mr. FEAREY.—I am proving, from the first section here, the number of hands employed, and I have proved that we have not made as many of those, and I am now showing why we have not made as many; that will come up later.

Commissioner PURCELL.—Would not your book show exactly the number and quality of the shoes manufactured?

Mr. FEAREY.—No, sir; I don't think it would show the number of each kind.

Q. How many pairs a day are we making now of grain shoes, do you say? I mean during the year? A. Not over one hundred pairs.

Q. And how many pairs of goat and kid button? A. Well, I don't think we would average over two hundred pairs, all the goat and kid together.

Q. There is a falling off then, as I understand it, of about eight hundred pairs a day? A. Yes, sir; on that line of goods.

Q. Is the quality of the stock that is put into the shoe now as good as it has been during any time that you have been in the employ of the company—the average quality? A. In that grade of shoe, yes, sir.

Q. In the kid and goat and grain shoes? A. Yes sir.

Q. Do you know anything about the patterns of the shoe, whether the patterns have been changed during the last few years? A. Yes, sir.

Q. Have the patterns been improved, as you consider, during the last few years? A. Yes, sir; I think they have.

Q. In your judgment as a mechanic, would you say that a shoe that is made to-day is a better fitting shoe than a shoe that has been manufactured at any other time during the history of the company? A. Yes, sir.

Q. Have you had other persons tell you so? A. Yes, sir.

Q. Persons who are judges of shoes? A. Yes, sir.

Q. Have you had merchants who bought the shoes tell you so? A. Not more than one or two.

Q. Who has told you? A. I have not had any conversation with merchants, and I don't come in contact with them; it was with the salesmen and others around the factory, and with the foremen of the concern.

Q. You have heard that remark from merchants who are good judges of shoes? A. Yes, sir.

Q. And you have heard that from salesmen who have sold the shoes? A. Yes, sir.

Q. Can you tell us what you have noticed in regard to hands talking together in the factory? A. During working hours?

Q. Yes. A. Well, I have noticed of late that there has been considerable talking between different ones of the employes during working hours, in knots of two or three together.

Q. I understand you to say that they leave their places and are talking in knots of two or three? A. Yes, sir.

By Commissioner ROBERTSON:

Q. Neglecting their work? A. Neglecting their work; yes, sir.

By Mr. FEAREY:

Q. Have you seen this in more than one room of the factory? A. Yes, sir.

By Commissioner PURCELL:

Q. Was this talking to the detriment of the work going on in the factory? A. It was a detriment to the progress of the work, yes, sir.

By Commissioner DONOVAN:

Q. Was it a violation of the rules? A. The rules are that they shall work from certain hours until a certain time to quit; of course, the old rules require every one to be in their places at a certain time and attend to their work.

Q. You consider it a violation of the rules; is that what you wish us to infer? A. Yes, sir.

By Mr. NOLAN:

Q. Can the business be conducted in your department without the employes conversing with one another? A. To a great extent; not wholly.

Q. Have you known the employes to be talking of matters directly opposite to the work of the business, talking of matters outside of the business? A. I can't say what their subjects were; what they were talking about.

Q. They could be talking about their business? A. They should not be standing talking.

Q. But they could be talking about the business? A. Yes, sir.

Q. Is it necessary? A. It is necessary to pass remarks.

Q. Is it necessary for me, if I were an employe, to go across the room and ask about work? A. No, sir; they should come to me.

Q. Do they disobey you in disregarding that rule? A. No, sir; I have not enforced it.

Q. Are you a contractor? A. Not exactly a contractor.

Q. Are you paid by the piece? A. I am paid by the piece; so much for so many pairs.

Q. For the work done by others you get so much for one hundred pairs? A. Yes, sir; for superintending the work.

Q. How much a pair do you receive as your per cent, Mr. Carl, on each pair of shoes? A. I receive five-eighths of a cent.

Q. Five-eighths of a cent per pair? A. Yes, sir.

Q. How many people do you divide with or do you pay out of your income? A. I have eight at the present time.

Q. How much do you receive on the whole, per pair, from the firm? A. I have just told you, sir.

Q. Five-eighths of a cent per pair, and you pay all the rest out of that? A. I have eight working by the week, but there is two that I get a certain amount for what they do.

Q. Then the Board is to understand that you pay them by the week and you are paid by the piece for their work. A. Yes, sir; the sweeping and starting of chips has to be done by the week.

Q. You can't tell the Board what per cent they receive, compared with yourself, or whether you receive more than all the rest together? A. I can very easily tell that; I do not make more than all the rest together.

Q. Do you make as much? A. No, sir.

Q. Do you make half as much as the other eight? A. Perhaps I might, about that.

Q. Your per cent, or your make is as much as four that you employ? A. I could pick out four that I make more than the four.

Q. But your per cent amounts to about half of the pay of the eight? A. They are little boys and girls.

Q. What is the average pay of the eight persons employed by you? A. I pay them from two to seven dollars a week; one I pay two and one I pay seven.

Q. That is the highest and the lowest? A. Yes, sir.

Q. Who is it you pay two? A. He is a little boy.

Q. About how old? A. About fourteen.

Q. How many hours is he supposed to work? A. Ten hours a day.

Q. During the last year the average number of pairs turned out was two hundred pair, was it? A. A day?

Q. Yes. A. No; I did not say so.

Q. Mr. Carl, did you tell Mr. Fearey that the style and workmanship of the shoe was better this last year than previous years? A. No, sir; I did not tell him so.

Q. Was it poorer? A. The style and workmanship?

Q. Yes. A. That is two questions; I think the styles of the shoes are generally better.

Q. How is the workmanship? A. Well, I can't say that I think the workmanship is very much worse; generally speaking, I don't think that it is; I should think that it is about the same.

Redirect-examination:

Q. You say that these boys and girls that you hire, you hire for about two dollars and up to seven dollars a week; do you find that there are plenty that are willing to work at that price? A. Yes, sir.

Q. If you wanted twenty-five to-morrow could you get them? A. I don't know as I could to-morrow, but I could in a very short time.

Q. You never had any difficulty in getting boys and girls to do the work for that price? A. No, sir; not since I have been foreman of the department.

Q. These boys and girls have no experience when you hire them?
A. No, sir.

Q. Do you raise their pay as they gain experience? A. Yes, sir.

Q. After they gain experience what do you do with them? A. When they learn to do the work I put them at cutting; I have cutters on the floor to-day that commenced as sweepers; after they get so that they are competent to do piece-work they go on to piece-work.

By Commissioner PURCELL:

Q. What I want to know is whether you, as foreman of that department, or Mr. Fearey, as president of the corporation, control the fixing of wages of those persons under you? A. I control that.

Q. As they are able to do piece-work they are promoted and put on piece-work? A. Yes, sir.

By Commissioner ROBERTSON:

Q. And then the company fixes their wages? A. Yes, sir; that is fixed at the office; I have nothing to do with it.

Q. It is only while they are learning? A. Yes, sir.

By Mr. FEAREY:

Q. What work do these boys and girls do? A. They sweep the floors, sort the pieces, chop up the odds and ends into little pieces for back staying, and so on; and they cut inside staying and run errands; just odd things, whatever they are told to do.

Q. Are not all these things odd things that it was found impossible to fix a piece-price for? A. Yes, sir; they are; and when I was running the room those parts of the work that could not be paid on piece-price I was to see that it was done; it belonged to me to do; of course, if I was not able to do it myself I had to get others to do it.

By Mr. NOLAN:

Q. Besides the five-eighths of a cent per pair that you receive don't you get a fixed salary besides that? A. No, sir.

Q. You say the children receiving two dollars a week are about what age? A. Fourteen and fifteen.

Q. Haven't you got some younger than fourteen? A. Not that I know of, sir.

Q. Did you sign a paper, asking the State Board of Arbitration to take hold of your matters? A. Yes, sir; I did.

Q. Could you tell the Board why you did it? A. Because I felt that I had grievances as well as all the rest concerned in the factory.

Q. Will you please state to the Board what the grievances were?

A. My grievances were that I don't like to work for less than a good compensation; I like to get all I can for my labor, of course; and that the help had gone out; it was in an unsettled state; I was out of employ, and of course, I wanted a settlement; those were my grievances.

Q. Your grievance, in the first place, was it to increase your pay you desired? A. Yes, sir; I wanted an increase of pay.

Commissioner ROBERTSON.—I don't think it is worth while wasting time on that. We understand what this man wanted.

Q. What parts of the shoe do the little boys cut up—back stays, did you say? A. In fitting a shoe there is little pieces go on the inside for a stay and they have to be cut with a die; they chop up these little pieces, and some of them cut inside stays sometimes with a knife, and also some outside back stays.

By Mr. FEAREY:

Q. Those pieces are not back stays; they are a little patent stay, aren't they? A. Yes, sir.

By Commissioner PURCELL:

Q. They are to be utilized for anything you can get out of them? A. Yes, sir; sometimes I have a great many of them ahead and have them on hand.

J. R. HARPER, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. Are you in the employ of the Fearey Manufacturing Company? A. Yes, sir.

Q. How long have you been in their employ or their predecessors? A. I think I went with them in 1870; excepting two years I have been with them since then.

Q. With the exception of those two years. What firm were you with during those two years? A. I was with the East New York Shoe Company.

Q. What is your position? A. Traveling salesman.

Q. In years gone by, when you were working for this company, did you have a large sale on grain goods? A. I did, sir.

Q. Please state, for the information of the Board, whether that trade on those goods is more or less and your reasons for it being more or less? A. It is very much less than it used to be, and the reason why it is less is because other goods are sold cheaper than I can sell these.

Q. Do you consider the goods that are sold as good as the shoes

that you have to sell? A. I think they are just as good, and one thing in their favor; I think they are gotten up cleaner, look better, take the eye better than ours do, and that is everything in a shoe.

By Commissioner PURCELL:

Q. What occasions the deficiency in your shoe? A. Well, I don't think the workmanship is as good; that is, the general finish of the shoe is not as good, generally speaking, as an Eastern shoe.

Q. Is the style and get up, aside from the workmanship, shape, and all that—do the retailers regard your shoe as good as the others in those respects? A. Just as good, sir.

Q. Do you mean a shoe made out of the same material? A. Yes, sir.

By Mr. FEAREY:

Q. What do you mean by finishing? A. I mean the general finishing of the bottom, the burnishing, edge setting, and general finish.

Q. In your travels you see Eastern shoes made by other manufacturers? A. Yes, sir.

Q. Sold for less prices? A. Yes, sir.

Q. How do you know that they are sold for less prices—where does your information come from? A. I get my information, in the first place, from other drummers, other persons selling them, and then I get it from the dealers, who say, "I buy such and such a shoe for less than what you are asking, and I think it is a little cleaner shoe than yours, a little cleaner bottom; it takes better."

Q. Women's kid and goat button—have you seen shoes of that kind made in the East? A. Yes, sir.

Q. How low a price have you seen women's button grain, goat, kid or sheep? A. I have seen them as low as a dollar.

Q. State how the style of that shoe compared to ours? A. I think, in the general appearance of the finish, it is as good as ours.

Commissioner ROBERTSON.—Was it as good material? A. No, sir.

By Mr. FEAREY:

Q. If you had a line of grain shoes that you could sell, even with all disadvantages of finish, do you think that the general style of the shoe, get-up of the shoe and fit, would enable you to sell a certain number of them if you could compete in price? A. Yes, sir; I think I could.

Q. What is your idea of the number you could sell in a day, of women's goat and kid and grain shoes? A. I have sold as high as three or four hundred pairs a day of those same goods.

Q. You think you could approximate that now if you could compete

in price? A. I don't know as I could sell as many, because competition is stronger; but I could sell more than I can now.

Q. About how much do you find you are beaten on the price? A. Sometimes it would not be more than two and a half cents; sometimes it would be as high as ten cents; half a cent a pair sometimes will change an order.

Q. You traveled, I understand, for the East New York Boot and Shoe Company? A. I traveled for them for two years.

Q. Have you seen any of their goods sold this last season? A. Yes, sir; I have seen them sold, although I will say here in the territory I travel I don't come in contact much with the East New York shoe; it is not sold west of the Mississippi river.

When you have come in contact with them how about the price of the shoe? A. The price is lower.

Q. How about the quality of the shoe? A. The quality of the shoe is better.

Q. How much lower is it sold? A. The most of the goods that I have seen sold of theirs lately are sold on forced sale; they are not sold on regular prices; I saw a case of their misses' grain sold as low as a dollar a pair; that is ten cents a pair less than I could sell mine.

Q. What do you mean by its being a forced sale? A. It is a surplus stock, an accumulation of stock; they have got to get rid of it.

Q. You never heard of one being sold less than that? A. I don't remember; this is my personal observation, this case here.

Q. You say there are not many of those goods sold in your territory? A. No, sir; very few; my worst competition on that grade is the Bay State Shoe Company.

Q. How much do they sell it for? A. They sell one for eighty-five cents.

Q. That is how much less than you sell for? A. Twenty-five cents.

Q. The Bay State Shoe Company make their shoes where? A. It is prison labor.

Q. You find eastern goods are placed on the market now at about the same price as the prison-made shoe? if so, state so. A. There are eastern free made shoes placed on the market just as low as prison made shoes, but they are not as good quality.

Q. The Bay State shoe is generally acknowledged to be a good shoe? A. I consider it one of the best made shoes in the country.

Q. What is the lowest priced women's kid shoe you have on your list? A. One dollar and sixty cents.

Q. Do you sell many of them? A. No, sir.

Q. State to the Board why. A. My customers tell me they can buy a better looking shoe for less money.

Q. Better stock? A. No, sir; the stock does not enter so much into it; it is the general appearance and finish of the shoe.

Q. Where are these shoes made? A. I have one in mind; it is the Dodge shoe, of Newburyport, Massachusetts.

Q. About how much lower does it sell for? A. I am not familiar with his prices, but I simply know they will take his shoe in preference to mine; it is not a matter of friendship; it is a matter of business.

Q. Was there a time when you sold a good many women's kid and goat shoes? A. There was a time when I sold two or three cases a day.

Q. Do you think you could sell a good many of them now if the price were right? A. If the price were right and the shoe was right.

Q. If the finish was good? A. Yes, sir.

By Commissioner PURCELL:

Q. Isn't there a difference in the material; don't some manufacturers purchase what is called the same material, kid and goat, when it is not; is there not a difference in the material? A. Yes, sir.

By Mr. FEAREY:

Q. Is not the stock put in our shoes as good as that in shoes manufactured by Dodge, of Newburyport? A. Yes, sir; I think it is, but the shoe is not as well finished.

By Mr. NOLAN:

Q. Is it not a fact that Mr. Dodge does some of his finishing by hand? A. I don't know anything about it.

By Mr. FEAREY:

Q. Is it not true that we do our finishing by hand? A. Yes, sir.

By Mr. NOLAN:

Q. Do you know the difference between sheep and kid? A. I don't know that I do.

Q. I would like to ask you if you were the proprietor of a shoe shop, a manufactory, would you blame the foreman or the help for the poor turnout of a shoe? A. I should blame the finisher.

Q. You would not hold the foreman responsible? A. I suppose it is the foreman's business to see that he turns out good work; I should go to the foreman; but it is not my place to go to him; I go to Mr. Fearey.

Q. If you had a contract for work would you go to the contractor or

to the help if the shoe was not finished right? A. I should go to the foreman.

Q. You should consider that that should be the work of the foreman to see that the work was done and finished properly, more than that of the workman? A. I should consider that the foreman should see that the work was turned out properly.

Q. And it is his business? A. Yes, sir.

Q. When you worked for the East New York Shoe Company were you able to sell more shoes than you were for the Fearey Manufacturing Company? A. Yes, sir.

Q. Why could you sell more? A. Because they had a better shoe for the money.

Q. In what way? A. The quality of the stock was better.

Q. Was the workmanship better? A. No; I don't think it was; I think they finished their shoes more uniform; one shoe would look as good as another.

Q. I believe you said the appearance of a shoe was everything? A. I said the appearance of a shoe will sell it.

Q. You said the appearance of the shoe is everything? A. I mean that with the price; that is an expression that we use.

Q. In your samples do you carry a high priced shoe? A. No, sir.

Q. Will you tell the Board what price shoes you sell? A. The kid and goat shoe at \$1.60 is the highest price shoe we sell.

Q. What is the lowest? A. We only made this season that one shoe — kid and goat.

Q. What is the difference between kid and goat? A. All I know is the difference in finish, one is a smooth finish, and the other is a rough pebbly finish.

Q. And it may be all sheep? A. Yes, sir; for all I know.

Q. What is the quality of the shoe that you said you had seen sold by eastern drummers for a dollar? A. That was a misses' pebble grain.

Q. Is grain sheepskin? A. No, sir; grain is a split.

Q. Were they worked buttonholes? A. No; I hardly think they were; cut holes.

Q. Then you say that the eastern finish is superior to Fearey's shoe on the appearance? A. Generally speaking; I do not say altogether, I say generally speaking; of course there are lots of eastern lines go out without any better success than I have.

Q. Can you tell an eastern made shoe when you see it in the west? A. Generally I can, yes, sir.

Q. What is the appearance of it? A. There is a general appearance about an eastern made shoe that you can tell it; I can't tell why.

Q. Is the stock as good as Mr. Fearey's? A. Generally speaking, I think it is not as good.

Q. Although looking gayer, is the general make-up, the whole work of the shoe, the durability of the shoe superior to yours? A. I don't speak of the durability of the shoe; I only speak of the general appearance; I don't inquire after that at all.

By Commissioner PURCELL:

Q. Say you are selling a dealer out in Illinois, and he knows your run of shoes and he knows the run of others' shoes, generally when he has a line of shoes that his customers want for their durability does not that control his trade? A. He is controlled by the price; if he has two manufactures of shoes and one gives satisfaction and the other does not, he buys the one that gives satisfaction.

By Mr. NOLAN:

Q. Is the stock in your shoe as good as Mr. Dodge's? A. I think it is.

Q. Is the workmanship in your line as good as Mr. Dodge's? A. I said the finish of Mr. Dodge's shoes is better; in other respects I don't know as it is.

Q. Do you know the difference in prices paid in your factory and Mr. Dodge's? A. I do not, sir; I don't know the price paid in our own factory; it is none of my business.

By Mr. FEAREY:

Q. Will you state whether the reputation of an Albany shoe, as compared with an eastern shoe, is that it is not as well finished as an eastern shoe? A. That is the general reputation.

Q. Wherever you go? A. Yes, sir.

Q. Is it not a fact that we have to put in more stock in a shoe in order to sell it? A. Yes, sir.

Mr. NOLAN.—What do you mean by more stock?

Mr. FEAREY.—That is an expression in the trade.

The WITNESS.—You take a shoe that is made with solid stock and one that is made with shoddy, the one that is made with solid stock weighs heavier.

M. W. DODGE, a witness called on behalf of the Fearey Shoe Manufacturing Company, being duly sworn, testified as follows:

Q. You are in the shoe business, Mr. Dodge? A. I am.

Q. How long have you been in the shoe business? A. Well, I have been in it about thirty-six years.

Q. We have had a little discussion, Mr. Dodge, in regard to the fact

that we have to put more into a shoe for the same price in Albany than they do in the east; will you please give your opinion on that, a general opinion of the comparative value of the Albany and eastern made shoes, for the benefit of the Board on that point? A. Well, in regard to the shoe manufacturing in Albany, it certainly has not got as good a reputation for goods, to get prices for goods as any other city in the State; the effort has been made lately to try and improve the reputation largely, and I think, generally speaking, there is an improvement in the standard of the goods in the last few years, to a certain extent.

Q. Will you tell us why the reputation of Albany goods has not been as good? A. My opinion is that the Albany people have had to compete against their own county, where they let the work out at twenty-five and thirty cents a day; our county calls for five hundred to six hundred and fifty good men, long term men, and they pay twenty-five to thirty-cents a day for that labor; the room is furnished and all the accommodations necessary furnished by the county, and Albany people selling goods have to come in direct competition with that institution, in that branch of industry, and the result is that, in order to sell their goods they have got to reduce the price of their labor; the prison manufacturer is paying next to nothing for the labor, putting in good stock, and the outside manufacturer has got to put in good stock to compete with them and he has got to cut down the price of his labor or he cannot live; practically the manufacturer cannot pay anything to his labor hardly, if he has to directly compete with convict labor; Mr. Fearey, as I understand it, has direct competition between the Sing Sing prison and Albany County penitentiary for all the work he does; in all manufacturing, the same line of goods that they manufacture has to come in direct competition with them.

Q. Do you manufacture the same line of goods as Mr. Fearey? A. No, sir; I don't think I do; we manufacture entirely men's goods, and try to manufacture as fine a line of goods as we can, and Mr. Fearey manufactures a line of men's, boys', and youths'.

Q. You do not manufacture any ladies' shoes? A. No, sir.

Q. Are you aware that, at one time, there was a great many ladies' shoes manufactured in the city of Albany? A. Well, I think there is not more than one-quarter as many men engaged in the shoe business of Albany as there was some years ago.

Q. Is that, as you understand it, because they cannot compete with prison labor? A. That is the reason; a man in a prison, with nothing to interfere with him, can do more work in 300 days than a man outside, and does do more.

Q. Do you know the quantity of prison made shoes manufactured?

A. About 125,000,000 pairs made in the United States; there is 20,000,000 made in the prisons, and there are various ways that more are made than people have any idea of. Mr. Norcross, a reporter of the *Shoe and Leather Reporter*, was in my place a little while ago; and he had been in the West and had gone into all the prisons there and had made a copy of what he wanted to say on the subject, and he said — I will read this to you — he said to me: In one prison I asked the Superintendent how many men were working on shoes; he said he had a contract for 175 men; he went into the bookkeeper and asked how many pairs they made a day, and the bookkeeper told him they made 2,000 pair a day every day in the year with 175 men. Most anybody who is a shoemaker can tell that there was more than 175 men's labor to make 2,000 pairs a day; he thought they were getting the production of 300 men.

Q. There was the product of 300? A. Done by 175.

Q. Purported to be done by 175? A. Yes, sir.

Q. You think, then, one-sixth of all the shoes are made in the prisons? A. It is safe to say that one pair in eight is made in the prisons of the United States.

Q. Have you known of a movement, of late years, of manufacturers moving into the country towns, in order to get cheap labor and compete with the prisons? A. For twenty-five years I have been competing with convict labor; and about twenty years ago I was at Auburn prison, going through with Mr. Barber, and at the same time I was in Syracuse selling goods that I was manufacturing in Troy at that time; a man offered me a price for a case of boots; he said "I can get the Auburn boot for \$51.00; if I can get your boot for that I would rather give you the order than take the Auburn goods, but the Auburn boot is as good as yours and I can get it for that price;" that, of course, I admitted; I took the order and sold them probably for a little less than I could make them for. From that time on there has been an increase in the amount manufactured in prisons and a reduction in the price. In Boston they had a boot and shoe exchange; every shoe manufacturer was represented there, and perhaps thirty or forty of them had little stalls where they kept their samples on Wednesdays and Saturdays to sell them; I have gone into Kellogg's say, and asked them the price of their grain shoes and they said \$1.10; then go into the next one and ask the price, and he said \$1.25; "Well, you are above the price; I can get Kellogg & Robbins' shoes for \$1.10;" and so one man fixed the price for the whole room; I would go to one man and say "I will give you an order for \$1.10; I

can get them for that price from Kellogg & Robbins;" he could not sell them for that price, and he would go to his office and commence to figure; then he would go to the grain leather manufacturer and cut him down a cent and, go to the lining manufacturer, and so on to every one and cut down the prices, and he would get down the ten cents, and so he would be able to sell for \$1.10.

Q. Are you aware that manufacturers from Lynn and Haverhill and other places have moved into country towns, where they could make shoes cheaper, so as to compete with prison labor? A. That is the report in the *Lynn Bee* last year; they came out with a report of three columns; they had been around to the manufacturers, and they said there was one thing certain, the shoe manufacturers of Lynn had to move out of Lynn to where they could make their shoes for a less price, or else convict labor had to cease. It is no credit to the city of Lynn. That is in Essex county, and they have three prisons in that county, and all have shoe contracts, working at fifteen cents a day; and in Ipswich, where I came from, there is a prison, and in that prison at one time there were forty-five practical shoemakers.

Q. I ask you in regard to the finish of eastern made shoes as compared with Albany, how is the general reputation of Albany-made shoes for finish, as compared to eastern-made shoes? A. I don't like to answer those questions myself, because it will be too public; it might not be anything to the credit of Albany; in their effort to cheapen the production of goods they have been obliged to employ very unskilled labor in the city of Albany, and the result of it is that it is a low standard of workmanship.

By Commissioner PURCELL:

Q. Is that so generally in all the manufactories here? A. I hate awfully to be obliged to say so.

By Mr. FEAREY:

Q. But you must? A. I tell you we are trying to do better; it is a plain case of necessity that you could not expect good, first-class skilled mechanics to stay here in the city of Albany and work at the wages they pay in the Albany penitentiary or compete directly against that labor or the Sing Sing prison or the Kings county penitentiary. There is a million pairs a year made in the Sing Sing prison. The contract expires in Sing Sing in August.

Q. How about the contract in Albany? A. In Kings county the contract was given for ten years; ours here was dated two or three months ahead and it was given for five years. There has been some talk about that, but no effort to nullify it, as I understand.

Q. You have not answered my question? A. I don't think it is a fair question; I think it is injurious to the business interests of the city. I think I have said enough on that point. I tell you one thing, we try to make a durable shoe, and we have a very good trade established, I have myself, and of course I try every way to improve the quality of the work.

Q. Do you know that they are making shoes now at Auburn prison? A. Oh, yes; they have 385 there, I think.

Q. How are they making them there? A. On the State account. I would like to give a little information in regard to this Auburn business. Last January my man was in a store in Ohio, waiting to have an interview with the proprietor, and the agent of the State of New York came in there to sell the goods, and he told him, says he, "I will sell you boots for two dollars a case less than I sold them to you for last year;" he said, "How can you do that?" "Well," he said, "it don't cost us anything for labor, and the State furnishes the stock." The man said to my man, "Now I will buy those boots, and I can get just as much for them as I could for those boots that have the Knight of Labor stamp on them, because they don't know the difference, and this boot will give just as good satisfaction, and I can make that all clear." "Now," he said, "I will sell you just as good a shoe for one dollar and fifty cents as you can buy for two dollars." He said, "You have a lot of E. P. Dodge's work up there;" he took down a shoe of my brother's make and said, "I will sell you just as good a shoe as that for one dollar and fifty cents." It was fully as good a shoe, if not better. The stock was bought by the State of New York, and he could afford to sell for that price. The result was the man gave quite a large order. They met several times afterwards, and my man, I suppose, got a good deal ahead of him, and he tried to interfere wherever he could, until he got to Cincinnati, and there, I believe, they desired to chastise him. The loss to the State of New York is \$150,000, as a result of the work manufactured there.

Q. Have you any information on factories leaving Lynn, leaving Haverhill, and leaving Brockton and going into the country? A. I know of Frank Breed and B. F. Spinney, who have factories in Maine and New Hampshire, and I suppose the object was to get the labor for less money; certainly a man can live a little cheaper in those villages.

Q. How long have they had them there? A. They commenced about fifteen years ago, and there have been several instances lately, as I have noticed from the *Shoe and Leather Reporter*.

Q. You don't know of any lately? A. Not of my own knowledge. The object is to see if they cannot reduce the price of the goods.

By Mr. DULIN:

Q. They can do it better in country towns than they can in a city?
A. They calculate that a man can live cheaper in a village than he can in a city, and in a village a man has the advantage sometimes of cheaper rent.

Q. This firm that you refer to is a village one, is it not? A. Frank Breed is the largest in the United States, I think.

Q. Are you aware that he has trouble with his help? A. At the present time, I don't think he has; I don't know; he had last year, I know.

Q. Do you make men's calf tip? A. We make plain and everything else.

Q. What do you pay for lasting men's calf tip? A. We pay one price for all, for men's hand sewed and for boys', and if we made a women's we would pay the same as on the men's; we only make very few of them.

Q. What do you pay for lasting a men's tip? A. I pay eight cents a pair.

Q. For twelve pair that would be ninety-six cents? A. Yes, sir.

Q. What do you pay for men's calf plain for lasting? A. The same thing all around on the low shoe and the high shoe; and the one that lasts hard we pay the same for as the one that lasts very easy.

Q. What do you pay for your hand-sewed work? A. We pay the same for finishing the hand-sewed work as we do for the machine-made.

Q. What do you sell your shoes for? A. We get from \$2.50 to \$4.75 a pair.

Q. You get \$4.75 a pair for some of your shoes? A. For my hand-sewed shoe, yes, sir.

Q. Have you had any trouble with your help? A. Not for three or four years I have not.

Q. I mean with the help as a body? A. No, no; we don't have any trouble.

Q. Do you charge your help for thread? A. No, sir.

Q. Nor tacks? A. No, sir; we don't charge them for anything.

Q. Is the lining cut from a whole piece or is it sewed together in small parts? A. As I was going to say to you, if a man manufacturing a shoe which he intends to sell for \$2.00 a pair has to go through these same prices as I do with this shoe that I job for \$3.00 a pair, he has got to reduce the expenses in every way he can so as to sell it for \$2.00 a pair; the shoe that I sell for \$4.75 there is the same amount of work attached to that as for the one that I sell for \$2.50, for certain parts,

the cutting of the shoe, the handling of the shoe. In asking me the question my answer to it would not be a criterion to go by; of course, I do not put any piece linings in a shoe; that would not go in the grade we have to make, only where we want to make a finished lining, one part of one color and one part of another.

Q. Are there any heels spoiled in manufacture before they get to the shoe; you get out the heel whole before it is attached to the shoe? A. Yes, sir.

Q. Is it sometimes spoiled? A. No, sir.

Q. You don't have that kind of work? A. No, sir.

Redirect-examination, by Mr. FEAREY:

Q. Don't you calculate that you make a better line of goods than we do? A. Yes, sir; I calculate to.

Q. You try to make a fine line and we try to make a medium line? A. I could not compete at all with the labor that he has to compete against if I was to attempt it.

By Mr. DULIN:

Q. What do you pay for working button holes? A. I have that done outside; I pay a man that does that business.

Q. Mr. Dodge, I forgot your answer to the first question I asked you in regard to the production of shoes in a country town where you would not have the facilities of the railroad, telegraph and protection from fire and police protection; the protection that you have here would be a great deal more than you would have in a country town? A. My opinion is that the difference in the labor would not be enough to compensate for the change; I would rather be in Albany.

Q. Don't the manufacturers of shoes, in some instances, move into the country towns to get away from organized labor? A. I think very likely that is the case. Of course, the prices that are set on the work would necessarily be more. They make shoes in Lynn for sixty cents a case profit, and you can see what the effect of an advance of one-eighth of a cent would be on a shoe; I know that this man Spinney at one time made a contract to make 50,000 cases at fifty cents a case profit.

Q. In regard to what Mr. Fearey said about prison made goods, would you, as a manufacturer, desire your help to compete with the prison prices of shoes? A. I should have a very poor class of help if I did.

Q. In spite of the fact that the prison made goods are said to be better finished, would you, as a manufacturer, ask your help to compete with prison prices? A. We can't do it; it is an utter impossibility.

Q. Are you a jobber in any sense; sell other people's manufactures?
A. Not to any amount; I do handle a small line of goods; what they call a plow shoe, that is used by rolling-mill men.

Q. You don't handle eastern made shoes? A. That is an eastern made shoe.

Q. Do you handle any of the Bay State Shoe Company's shoes? A. No, sir.

Q. Is not that a prison made shoe that they manufacture? A. That is the Kings County penitentiary shoe; they did have one in Rhode Island, one in Massachusetts, one in New York; they had four or five prison contracts.

Q. Have you reduced your help within three or four years? A. No, sir; I have not.

Q. Have you reduced your prices within three or four years? A. We have had to reduce our prices on some grades of goods, and we have had to improve them a great deal; we can't sell an article that we sell this year — we can't sell the same article next year without we improve it a great deal.

Q. You have not had any trouble with your labor in three or four years? A. I have not.

Q. You have a foreman in each department? A. No, sir.

Q. You have no foremen? A. No foreman but what does his day's work right along; we sometimes have one man who is sort of a head in the room, and if anything happens he will regulate it; he looks after the lasts and sees that there are enough of them in the room for the men to work, and if anything happens he is there to regulate it; but as for looking after the work, I generally do that myself.

Q. Suppose you were the Fearey Manufacturing Company, and the work was done under sort of a sub-contract, as was testified here, and also, as has been testified, that for the last season the work was not quite up to the standard, who would you blame for that? Would you look to the people who had the contracts or would you look to the foreman? A. If he had charge of the work in that room, I would look to the foreman.

Q. Would it be to his interest to rush the work if he was paid eighty cents a hundred pairs? A. I should think it would.

By MR. FEAREY:

Q. Can the foremen get better work out of the men than they are able to produce? A. No; I don't think they can.

Q. Do the best he can, if a man is only half a mechanic he can only get half work out of him, can he? A. I suppose that is generally

understood by mechanics; they ain't all of them good ones, and they ain't all necessarily poor ones; they all must have work I suppose. As I understand it, a poor mechanic, if he can't do work as well as others, he ought to have work.

Q. You say manufacturers have got out of cities to get out of the way of organized labor; do you know that to be a fact? A. I have heard it, but I don't know it; I supposed that it was just as easy to organize in one place as another; if they went to a small town they would be organized there as soon as they went there.

By Mr. DULIN:

Q. Suppose you paid four and one-third cents for lasting all through, would you expect to get as good work as you are getting now? A. No, sir; I would have to raise one point there; if a man had one line of goods to last all the time uniformly he could do, perhaps, just as well at four cents as he could do if he had half a dozen pair of one kind, and half a dozen of another, and a dozen of another; one day he might have one kind of shoes, and he might turn out a good many shoes that day, but to regulate it we keep it so much of one kind and so much of another.

Q. Do you know it is a fact in the Eastern shops that they last one size all through, they take one size all through in twenty-four pair lots? Do you know that, in the city of Albany, they last half a dozen pairs of one size and then have to change their last? A. I don't know how other manufacturers do, but we very often have six pair lots to handle.

Q. It makes a great deal of difference doesn't it? A. Certainly.

By Mr. FEAREY:

Q. I understood you to say that a manufacturer has to make a better shoe, put more into it, than he has ever had to do before in your knowledge of the business? A. Yes, sir.

Q. That comes off the profit of the business? A. Yes, sir.

By Mr. DULIN:

Q. Have the shoe manufacturers an association? A. Not that I know of; not in Albany.

Q. What would be the remedy for what you complain of—to reduce the people to compete with convict labor, or apply to the legislature? A. Pass my bill, that is the way to do it. I am a member of the National Board and we have made our report, and if the people of the United States would read that report they would see that we are carrying our working people to a condition of pauperism. The

State of Texas alone, has asked for a plant that is enough to supply one-quarter of the whole United States with plows, wagons, harnesses, stoves and agricultural implements. In the States of West Virginia and Tennessee last year, there was 22,000 wagons made in prisons alone. In hollow ware the prisons control nearly the whole product of the United States; Jim Green sells the product of the United States. There was a sufficient supply last year without Auburn prison; Mr. Baker was so kind last year that they did not put them to work on hollow ware until they needed about ninety persons and then they put them on.

By Mr. FEAREY:

Q. A manufacturer who is making a line of goods that is made by convict labor, how is he going to compete with that? A. I don't know.

By Mr. DULIN:

Q. You have a man in your employ named Finnegan? A. Yes, sir.

Q. He is an edge setter? A. Yes, sir.

Q. That is a common branch in all shoe factories? A. Every shoe has to be set.

Q. It is about the same, isn't it? A. The work?

Q. Yes, sir. A. The quality of the work and the style of the work vary very much.

Q. Is the work on men's calf tip about the same in all cases? A. No, sir; I should think it would vary very much. If a man is setting an edge for me he has to be very particular about it and set it very nice.

Q. Can you tell me what Mr. Finnegan's wages would be, on an average, per week? A. Well, it varies; for the last four or five weeks it is about \$22.00, I think.

Q. For ten hours? A. He gets in about ten hours; he gets in about eight o'clock in the morning and works noon hour and works up to six o'clock at night. He is a very smart man; he can do more than the average man; he is a strong man and a smart workman.

By Mr. FEAREY:

Q. Can he do twice as much as other men? A. Yes, sir; he can do twice as much as some men.

Q. What do you pay for burnishing? A. Mr. Finnegan has charge of the burnishing and he pays for the burnishing. I pay for doing mine eight cents apiece for men's and seven for boy's and eleven cents for hand-sewed work; the edge-setting when we pay for that they do the

burnishing and put on the heel and do the whole work on the edge, that is, the heel and all; I simplify the work for myself and the men as much as I can by making it one price.

Q. Eight cents for men's; that would be about \$4.80 for a case of sixty pairs? A. Yes, sir.

Q. What I understand you to say is that you pay all this money to Mr. Finnegan? A. Yes, sir; generally pay it to him.

Q. And he pays it to the men? A. Yes, sir.

By Mr. NOLAN:

Q. Is not Mr. Finnegan's wages alone about \$22 a week? A. Yes, sir; I calculate what I paid the two of them, and he, for five weeks, has probably made more for his work.

By Mr. FEAREY:

Q. You pay Mr. Finnegan for the work of the two? A. Yes, sir.

By Mr. NOLAN:

Q. Is that practiced much in your establishment, that one man pays another? A. To a certain extent; for instance, if one man should have five cents for doing a job and one should have six cents; the man who has six cents does not make any more than he should at six cents; for instance, you two men make \$5 apiece, and I hand you ten for the two.

Q. But he gets no part of the earnings of anybody else? A. No, sir.

Q. Who hires the man who is paid by Mr. Finnegan? A. I hire him.

By Commissioner PURCELL:

Q. Does Mr. Finnegan, in paying the other man, make anything on the other man's labor? A. No, sir.

Q. Does the other man get \$22 a week? A. Last week I paid them \$44; he does not get as much; one man does not do as much; now I have a very old man, and he does five pairs where another man perhaps does ten; but he gets paid for his five pairs.

By Mr. NOLAN:

Q. If he earned \$22 next week he would get that exactly? A. Yes, sir; we don't calculate to have any man make anything out of another man.

Q. Does one man get so much for burnishing, and another so much for edge setting; is that the way it is done? A. We have a card; if it is edge setting, burnishing, heeling, we select out and pay this man what he makes during the week.

Q. Whether it is finished or not? A. Whether it is finished or not, the laster gets paid for what work he does during the week.

Q. You don't wait till the work is finished; he gets paid for what is done? A. Every man gets paid for what work he has done during the week.

Q. Do you pay weekly? A. Yes, sir.

Q. If a man does imperfect work is the work charged to him? A. I never charge for it; if by mistake or accident he makes a mistake he is supposed to mark it. This morning, before I came away, a man was working on an alligator shoe; that is likely to crack in lasting, and the man told me that the shoe was damaged, and I told him I would put on a tip.

Q. Suppose you found the defect in his work chronic, what would you do? A. I should not want him to work for me any more.

Q. What would you do? A. I would discharge him; I don't want a man that I have to tax.

By Commissioner ROBERTSON:

Q. If a man does defective work, and you discharge him, and the organization come and tell you that you have to take him back, what are you going to do? A. I think I could satisfy the organization that I had a right to discharge him.

By Mr. NOLAN:

Q. Have you ever discharged a man for defective work? A. Yes, sir; I think I have.

Q. Did you ever have any labor organization wait on you and demand that you put them back to work? A. No, sir; the only trouble I have to find, they have not been helping me on my prison bill.

Q. Aren't they working for that the same as you? A. I think they are now, but I understood that they did not last winter; the men that make up the body of organized labor are right every time.

Q. Don't you think that the bodies of organized labor don't buy shoes generally that are made by prison labor? A. I think they don't. Some of my goods are too high priced for them to buy those shoes.

Q. It is easily traced by labor organizations that you do not trade in any way in prison made goods? A. No, sir, I don't—not knowingly.

Q. Have you made as many shoes this year as you made last year? A. I have made about twenty-five per cent more.

Q. How is it compared with four years ago? A. I am making a great many more than I made then.

Q. Have you been on the increase in the last four years? A. Yes, sir; it has increased very much.

Q. Why has it increased? A. We have tried very hard to increase it.

Q. In spite of the fact that you have not reduced your help you have increased your sales? A. Yes, sir; we have always had, at this time of the year, more orders for goods than we could make.

Q. Notwithstanding you have not decreased the pay of your help, your business has increased? A. Yes, sir.

By Mr. FEAREY:

Q. If you were making a cheap or medium line of goods would your business have increased? A. I don't think it would.

Q. Your business has increased because you have made a different line of goods? A. Yes, sir; they have been making women's shoes in Auburn; now they are getting ready to manufacture men's, and then it will affect me.

By Mr. NOLAN:

Q. Have not the retail dealers of Albany been able to sell your shoes, of late, at a little reduction without any reduction on your part and without any reduction on your employees? A. Our local trade has not decreased at all.

Q. Has not the retail price of your shoes in Albany gone down a little without any inconvenience to you; that is they sell for a little less? A. I don't know that there was any one selling the goods any less. If they did they did it on their own responsibility; we have not made any less price to them.

By Mr. FEAREY:

Q. If you had a plant where you were able to make fifteen hundred pair a day do you think you could make that number of pairs of shoes of the grade that you make? A. I don't know; I couldn't say.

Q. Do you know of any plant, making that grade of goods, that make that number of shoes? A. I don't know as I do. Hannan & Co., I don't know how many pair they make a day. It is pretty hard to get up a business of that number of shoes, of that grade of shoes. There is no more goods manufactured than what the consumers consume. The prisoners working in the prisons of the State of New York make about twenty-five per cent of the shoes and the shoemakers of the State lose that time, to say nothing about the price of their labor. The shoemakers of the State of New York are likely to stand idle twenty-five per cent of their time. There are no more shoes made than are used; there are only two pair of shoes for every inhabitant of the United States made every year. The comparison should be, on that grade of goods, between what they do in

prisons and what they do outside. There are about nine thousand in the State of New York engaged in manufacturing shoes in factories, and there are two thousand in prisons manufacturing the same; that is what they call factory shoes; it has nothing to do with custom goods.

Q. Do you know that the managers of the Kings county penitentiary have any difficulty in placing their goods on the market?

A. Yes, sir; that is so generally throughout the country, they have trouble to place their goods; the prices of the same kind of goods that Mr. Fearey is manufacturing now have been cut by the jobbers because the manufacturers could not place the goods on the market.

Q. Having the facilities that they have, what is the cause of them not being able to place the goods on the market? A. Because the labor organizations have done all they could to prevent it; they boycotted them; the State of New York will be boycotted the same as the rest; when they got up in the Legislature and advocated the State Account plan, one shoemaker came before the Legislature last winter and said that they only charged fifteen cents a day for labor in prisons, and if they would lay aside a certain amount of machinery and only use about as much as I use, that the prison could be made self-supporting and make about fifty cents a day on the prisoners, and all he asked was to set aside certain machinery.

By Commissioner ROBERTSON:

Q. Won't the effect of this competition in prisons be that it will ruin everybody else by and by? A. I am satisfied that the workmen are now doing a great deal to injure the sale of prison-made goods, so much so that there is a large number of the retail dealers throughout the country who will not buy them.

By Mr. FEAREY:

Q. What effect will that have on the sale of a fair quality of shoes? A. It will help.

Q. Do you manufacture any of those sheep skin shoes they call kid? A. We don't manufacture anything but men's shoes.

Mr. FEAREY, being recalled testified as follows:

I agree with Mr. Dodge that the workingmen are doing good work against prison work at the present time, and no doubt good will come from it, but temporarily it works against the manufacturer and against his help; those things we often suffer that good may come; the East New York Shoe Company had at their last inventory over 400,000 pair of shoes made up; they issued a circular, of which I had one, stating that they desired to dispose of those goods, and they went around and visited customers, among others my

customers; a shoe that we are selling for \$1.05, a misses' grain button, was offered, one case or any amount that he desired of that class of shoes, for eighty-five cents; the whole work of the shoe is thirty cents; take the whole work off and I could not sell it for that; another party they offered a shoe that we are selling for \$2.00 for \$1.40; they sold that party a large number of shoes, and the consequence was that where I should have had a fifteen thousand dollar order I got a \$2,500 order.

By Commissioner PURCELL:

Q. Don't they sell goods for what they cost when they are overloaded with goods? A. Yes, sir; they sell them for less than cost; if the boycott lasts long enough it will result in good, but at the present time it is resulting in harm.

By Commissioner DONOVAN:

Q. Has not competition, outside of the State, an effect; even if the State contract system in prisons were done away with, would not that effect it? A. I don't think it would accomplish very much unless it was stopped throughout the United States.

Q. Would not the branding of goods have the effect of stopping it? A. The only way you can stop it is to wipe it out.

By Mr. NOLAN:

Q. You say that organized labor has done a good deal to help in fighting prison-made goods? A. Yes, sir.

Q. Do you think the reduction of your help of forty-five per cent is aiding them to fight prison labor? A. I wish to make a statement in regard to that; I stated to my help, and I state now, that on account of this prison labor and competition I cannot make any money, and I stated to my help, and state now, that I find myself unable to make any money, for the reasons you have heard stated; I called my help together and stated the exact state of affairs, and said there was only two ways out; I was willing to go out of business; if they wanted to bridge this matter over, I would pay them lower wages until this prison labor was killed, or this competition was killed, or I would go to another place where I could make goods cheaper and compete; I want this board to understand that if they don't give me a price so that I can do business, I will go out of business, or leave Albany; I don't want to be misrepresented afterwards; I don't propose to do anything else.

By Mr. DODGE:

Q. If you could make both ends meet wouldn't you be satisfied until this thing is settled? A. If I could live, without making any dividend, I would be satisfied.

Q. You don't expect to make any money now? A. No, sir.

By Mr. NOLAN:

Q. To the arbitration committee that waited upon you in this matter didn't you say that you threatened to make a reduction in the wages of the help, because you heard that they were going to ask for an increase? A. I never stated it.

Q. Didn't you say that? A. No, sir.

Q. Didn't you tell the committee that at the wages you proposed to pay for the grade of work you wished to manufacture, that if it was put in operation some of your people could hardly make living wages for six months? A. I never stated it.

Adjourned to March 21, 1887, at 10 o'clock A. M., at which time

MAURICE P. FRANK, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. Mr. Frank, what business are you in? A. Shoe business.

Q. Retail or wholesale? A. I am in both; a little jobbing and retail.

Q. How long have you been in the business? A. In this city, about twenty-three years; I have been altogether in the shoe business about thirty years.

Q. What class of goods do you sell; prison goods, or shoddy goods, or what? A. No, sir; I don't sell no prison goods.

Q. Do you sell eastern shoddy goods? A. I don't sell any of that kind of work, shoddy insoles; solid insoles is my main business.

Q. Some years ago you used to use \$12,000 or \$14,000, as high as \$16,000 a year of our goods, and now you use from \$2,500 to \$4,000; will you please state, for the benefit of the Board, the reasons of the decrease? Question objected to as leading.

Q. How many thousand dollars worth of goods of ours have you used in a year at any time? A. Former years I believe I ran my account up in your shop to ten or twelve or fifteen thousand a year.

Q. What has it been the last two or three years? A. The last year I don't think it would exceed about \$2,500 or \$3,000.

Q. State, for the information of the Board, the reason of the decrease. A. For the reason that I can buy them cheaper—buy the same goods, with solid insoles, from fifteen to twenty per cent less than I buy them of you.

By Commissioner PURCELL:

Q. How do your sales of that class of goods continue? A. It is about the same in about the same line of goods.

By Mr. FEAREY:

Q. Did you increase your sales last year or lessen them? A. My sales last year were as much as the year before; I don't think it would differ \$1,000; I cannot swear positive of a few hundred dollars, but it would not be more than \$1,000.

Q. You run more than one store? A. Yes, sir; I run four stores.

Q. In the four stores, don't you sell more than you used to in one store? A. Oh, yes; but you asked me about the one store on Pearl street.

Q. How long have you been running four stores? A. I ran two stores about three years, and three stores about a year.

Q. When you were selling \$12,000 or \$15,000 of Mr. Fearey's goods, you were running how many stores? A. I was then running one store; but it is right for me to state I have ceased buying so many goods of Mr. Fearey, even before I commenced the second store, on account of I could buy cheaper.

Q. How long is it since you ceased buying so much of him? A. For years past; the last three or four years.

Q. Who do you buy of now? A. I buy of jobbers in New York.

Q. Whose manufacture? A. I cannot state exactly the name of the party that make those goods; some of them are made in Brooklyn; it is a misses' and child's grain shoe that I formerly bought of Mr. Fearey.

Q. Are they made with honest labor? A. In union factories; I don't buy any prison-made goods.

Q. Do you consider them as good as the shoe we are making at the present time? A. yes, sir; just as good.

Q. State the difference in the prices? A. The misses' that I have bought from Mr. Fearey for \$1.05 I generally buy them for eighty-five cents a pair; and in job lots, which I bought also of Fearey, I buy them for eighty; I would rather leave the money home, and I have made a practice of that; what is manufactured here, and I can use, I shall not go outside of the city.

Q. You bought in olden times a woman's kid and goat button of his? A. Yes, sir.

Q. Do you buy any of those goods of us now? A. No; I can't buy those of you at all.

Q. State to the Board why you can't buy them? A. I buy those goods, about the same goods, at so much less.

Q. State whether the shoe you buy for less is the same finish or a better finish? A. It is the same top as yours and a better finish on it.

Q. Is that true of all the Albany shoes, that the others are better finished? A. They are in the grain shoe.

Q. I am talking about the kid shoe now? A. Yes, sir; they finish them better; in the East their poorest shoe is better finished than our best shoes here.

Q. What do you mean by finish? A. I mean the finish on the bottom, the edge and the heels; the finish right through.

Q. The general appearance of the shoe, I suppose you mean? A. Yes, sir.

Q. What is the difference in the prices? A. The difference in the price is from fifteen to twenty per cent in the women's shoes; I pay \$1.05 for a women's grain shoe while I have to pay you \$1.30 for a button shoe.

Q. Have you noticed any improvement in the patterns and the general get-up of the shoe, in our work, in the last few years? A. Well, I seen that you have improved in your patterns in some of the shoes, but, at the same time, the prices do not suit; you have improved in your boys' shoes, and even your child's shoes are better.

Q. Do you consider our patterns better now than they have been at any other time? A. I do; they are a perfect fitting shoe; I don't think any shoe dealer can complain of the fit of the shoe.

Q. State, for the information of the Board, whether you consider our work better or not as good work as that made by J. H. France of this city? A. France on Broadway?

Q. Yes, sir? A. That is entirely different kind of goods.

Q. Is it as good or better? A. No, sir; it is not as good.

Q. Which is not as good? A. Yours.

Q. I understand you to say that Mr. France makes a different line of goods entirely? A. Yes, sir; it is a higher priced line of goods that he makes.

Q. Better stock? A. It is better stock, of course.

Q. Do you know the goods made by M. W. Dodge of this city? A. I do.

Q. Do you consider the goods made by Mr. Dodge of a higher grade than the shoes made by us? A. It is finer work than yours.

Q. It should bring a higher price? A. It does bring a higher price; it is a better grade of goods than yours.

Q. Mr. Frank, if we could sell you shoes in the line of the kid and the grain shoe, as we used to sell you, to your four stores, and compete in prices with the others, how many do you think you could use

of our goods in a year? A. I could use of your goods as much as \$30,000 worth, not to go beyond any measures.

Q. I understand you to say that your reason for not using our goods is not personal or for any other reason except the price? A. Exactly as I stated.

Cross-examination, by Mr. DULIN:

Q. You say at the present time you use about \$2,500 worth of Mr. Fearey's work a year? A. Yes, sir.

Q. What kind of work is that? A. I use most of his goods in misses', child's and boys' and youths'.

Q. I understood you to say that you could not tell the name of the party manufacturing your goods, at present? A. I will tell you exactly the way I procure some of those misses' shoes; I bought some of them from Katzenberg in New York; he is a jobber in New York.

Q. Do you know where they purchase them? A. That line of shoe I think they get in Brooklyn.

Q. Will you swear positively that it is gotten from there? A. I think it is a Brooklyn made shoe.

Q. Will you swear that it is? A. To the best of my knowledge it is made in Brooklyn; it is not made in the prison.

Q. Who manufactures your kid shoe now? A. I buy a good many from Fish, of Syracuse.

Q. Do you buy shoes from any Albany manufacturer except Fearey? A. I did; I bought from Busley's; I used five or six thousand dollars of his goods last fall.

Q. Do you use any of Shoemaker & Pabst's shoes? A. No, sir; I will tell you the reason why I don't use them.

Q. I don't care to go into that; you say Mr. Fearey's patterns have improved? A. Yes, sir.

Q. How have they improved? A. It is a better shape.

Q. There is better work on them, isn't there? A. The work is about the same.

Q. Could they get improved patterns without better work? A. Undoubtedly they could improve the style and pattern.

Q. You say Dodge's work is better than Mr. Fearey's work? A. Yes, sir.

Q. Does Mr. Dodge make any women's work? A. He does not; I don't think he has of late years.

Q. You say Mr. Fearey's patterns are improved but the shoe is no better made? A. I don't see any better made; I always was satisfied in regard to the wear of his line of shoes that I have, and no fault to

find only they are too high in price; I don't see any difference on it either greatly; it is about the same thing.

Q. Have you seen any improvement in the work? A. I have seen no improvement in the work.

Q. Have you paid any attention to it? A. Yes, sir; Mr. Fearey called my attention to it; he said, "Now we are making a nicer shoe;" I said, "All is nicer is the pattern of it; the work is the same, the bottom is the same."

Q. You don't see any improvement in the work on it? A. I don't see any change in the shoes that he does make; it is the same right along.

Q. You say you could use \$30,000 of his goods if he could compete in price? A. Yes, sir; if the price was as low as I can buy the same goods for.

Q. On what do you base that — the general line of Fearey's shoes? A. I don't use all his line of goods.

Q. Do you use any of the Bay State Company's goods? A. No, sir.

Q. They are made in the Kings county penitentiary? A. I know the shoe; I don't buy any.

Q. Do you know where those shoes are made that are made in Brooklyn? A. They are not made there.

Q. And what do you base that on? A. Because they are made by a German; I saw the German bring the shoes in to Mr. Katzenberg; he has his own shop; I tried to find out the name but I could not do it.

Q. Honest manufacturers don't generally hide the names? A. No; but it would not be business like, in that house where I trade, to go up and say "Where do you make the goods?"

Q. Is there any mark on the goods? A. No, sir; it is just the misses' shoe; I kept a line of those goods for some years.

Q. What is the name of that jobber? A. Katzenberg.

Q. Is that the only house you buy of? A. No, sir; I buy of a good many houses in New York.

Q. What other houses do you buy of? A. I buy of Claffin; I buy of Bower & Campbell; I buy of Mr. Kalliski.

Q. Do you know if any of those three houses you mentioned handle any of the Bay State Company's goods? A. Yes, sir; I think Bower & Campbell handle some of their goods; I am not certain about it.

Q. Do you know where the Bay State Company's goods are made? A. No, sir.

Redirect-examination:

Q. The jobber makes a profit over what the manufacturer makes doesn't he? A. There ought to be.

Q. Would you know the Bay State Company's shoe if you saw it?

A. I think I would; I will give you an instance now about the Bay State shoe; last fall I was offered some of their shoes in New York; I was offered a shoe which was worth one dollar and twenty-five cents to one dollar and forty cents for an even dollar a pair, and I refused to buy them; that is last fall; Weis & Co., Reade street.

Q. How do you know it was the Bay State shoe? A. Because I saw it; I know the shoe.

Q. Would you know the shoe made by the East New York Boot and Shoe Company if you saw it? A. I would.

Q. How would you know it? A. I would know it by the finish and the style of the cut, and many drummers have come to me and showed the shoe to me, and I said, "That is the East New York shoe," and I have thrown it right out, and I have not bought any to my knowledge.

Q. Do you suppose that any jobber could show you an Eastern New York or Bay State shoe without your knowing it? A. Not very likely.

By Mr. DULIN:

Q. Do you handle any Albany goods except what you get from Fearey? A. A very few from France, and once in a while from Dodge, what I can use.

Q. In France's shoe, about how many of his shoes do you use? A. In Saratoga, that is the only place I use them.

Q. Have you ever noticed any mark on the East New York shoes? A. Yes, sir.

Q. What is it? A. It is a star; in some of them they leave the star off.

Q. Could Katzenberg, of New York, pack you shoes and send them to you that were made in a prison without your knowledge? A. I do not think they could; I will give you an explanation of the Katzenberg shoe; he receives them in big baskets, not packed; they bring them right in; it is a small manufacturer in Brooklyn that brings them right in.

Q. Take Bower & Campbell; if those people wanted to use you wrongfully, couldn't they pack goods that were made by unfair help and send them to you? A. No, sir.

Q. Why not? A. It is possible I could buy a dozen or two there that were not made in a union shop, but to my knowledge I don't buy any of them.

By Mr. FEAREY:

Q. I understand you to say that as far as union or non-union shop is concerned you can't tell? A. Exactly.

Q. But not in the prison made goods, they can't very well deceive you? A. Not very well, because I have paid some attention to that.

By Commissioner PURCELL:

Q. Why is that; is it an inferior shoe? A. It is a coarse shoe; they used to have a star on it, but they sometimes leave the star off; but it is always the same kind of leather and the same kind of finish, and even if they leave the stamp off I would know it; anybody in the business as long as I have ought to know them.

By Mr. FEAREY:

Q. I understand you to say that you would not knowingly sell any prison-made goods? A. Yes, sir; and I published in the *Albany Times*, some time ago, that I did not handle any prison-made goods.

By Mr. DULIN:

Q. Why don't you want to sell the prison-made goods? A. For the very reason that I think labor ought to be supported.

Q. Do you suppose you help labor in Albany by going over East and buying shoes? A. I give you my reason for it; if Mr. Fearey gives me a child's shoe, and a little discount off, for \$1.37½, and I buy that shoe in New York for \$1, and my neighbors buy it for \$1, I could not very well compete with them.

Q. What kind of a shoe does Mr. Fearey sell? A. He sells a very good wearing shoe; his misses' and child's, and youths, I use a good many of them now.

Q. Mr. Fearey down street, do you know the class of goods he sells? A. No; I don't.

Q. Do you ever buy any goods at auction? A. Some years ago I have, but not of late years, I have not bought any goods at auction.

PHILIP PABST, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. Mr. Pabst, are you acquainted with the goods made by Mr. France, of this city? A. Not very much.

Q. Have you seen any of them? A. I have seen them.

Q. Will you state, for the benefit of the Board, whether they are finer than ours? A. They are a better class of stock and a better line of shoes.

Q. What is your business? A. I am a retailer, and I am a shoe-maker by trade.

Q. You think the line made by France should receive a larger price; A. Yes, sir.

Q. And you think the work on it should be paid a larger price? A. I should think so.

Q. Are you acquainted with the line of goods of M. W. Dodge & Co., of this city? A. Yes, sir.

Q. Are they a finer class of goods than ours — our boys' and youths' goods? A. Yes, sir.

Q. Do you think they are a finer class of goods? A. Yes, sir.

Q. Do you think they should receive a higher price for their shoes than we do? A. Yes, sir.

Q. And do you think they should pay a higher price for the labor performed on those shoes than we do? A. Yes, sir.

Q. Are you acquainted with the line of goods made by Shoemaker & Pabst, of this city? A. Yes, sir.

Q. What kind of goods do they make? A. They make about the same line of goods, I think, as yours, but it is a better finished shoe.

Q. In regard to their women's shoe, do you consider their women's shoe a little better shoe than ours? A. I do.

Q. Do you consider it a better finished shoe? A. I do.

Q. Do you consider that they should pay a higher price for the labor? A. As long as your shoes are not finished any better than they have been of late years, they should not be paid as much as the others; I am talking as a shoemaker, and probably know a little more than the others, who only handled shoes.

Q. Are you acquainted with the line of goods of the East New York Boot and Shoe Company? A. Yes, sir; I am well acquainted with them.

Q. Have you had prices from them? A. I had prices from them last fall, not since; the last prices I had from them they offered, in job lots and apart, a shoe they used to get \$1.00 for — they will come and say, "Mr. Pabst, if you can use five, or ten, or fifteen cases we will put on such a figure;" on the grain shoes, such as you make, they are ten to fifteen per cent less than yours.

Q. Have you had a misses' grain shoe offered to you last fall? A. I had a misses' grain shoe offered to me in October or the first part of November.

Q. State what price it was offered for? A. For eighty-five cents.

Q. That is prison work? A. Yes, sir; years ago I handled them to a large extent.

Q. Do you handle any prison goods at the present time? A. Not that I know of.

Cross-examination.

Q. You have sworn that Shoemaker & Pabst manufacture about the same line of goods as Mr. Fearey? A. Yes, sir; they manufacture about the same line of goods, but they are better in finish I stated.

Q. Have you ever worked in Mr. Fearey's? A. No, sir.

Q. Do you know how the price list compares with that of Shoemaker & Pabst? A. I do not.

Q. If the price list of Fearey were greatly below that of Shoemaker & Pabst what would you say? A. If they are very much lower that ought not to be; but they should be a little lower.

Q. If they were a great deal lower would not that account for the poor finish? A. I don't know; it might.

Q. You would not expect as good work for a lower price? A. No, sir.

Q. Do you sell any of Shoemaker & Pabst's shoes? A. Yes, sir.

Q. What do they retail at? A. Two dollars and \$2.25, some of them.

Q. What do you buy those for? A. One dollar and sixty cents and \$1.65.

Q. Do you sell any of Mr. Fearey's women's kid shoes? A. Not now; I did years ago.

Q. What did those retail for? A. Two dollars and twenty-five cents, one that I paid \$2.00 for, and one that I got \$2.00 for I paid \$1.65 for.

Q. Do I understand you paid him more than you pay for Shoemaker & Pabst's shoes? A. Yes, sir.

Q. Was that about the same line of goods? A. That was the same line of goods but they were not as good a finish; Shoemaker & Pabst's are better finished.

Redirect-examination.

Q. Have you bought goods in New York? A. Yes, sir.

Q. State what the appearance of them is. A. I think they are better finished than Mr. Fearey's are.

Q. Do you think they are better finished than any Albany shoes? A. I don't think they are.

Q. Who makes it? A. Mr. France, and Lupie & Robertson, it used to be; they made a good shoe.

By Commissioner PURCELL:

Q. You are an expert shoemaker? A. I ought to be.

Q. You said a little while ago there was a difference in the work-

manship of Mr. Fearey's shoes and the work of some other manufacturer? A. Yes, sir; I do.

Q. To what do you attribute that—to the inferiority of the shoemakers? A. Yes, sir; I have shoes in my shop now that were not well lasted.

Q. It was stated here last week that the system in Mr. Fearey's shop is different from the systems in other shops; that is, the foreman of the room, instead of being paid so much per week is paid so much for so many pairs; now I want your opinion as an expert shoemaker whether that system of foremanship in getting up the detail of the shoe, whether that system of foremanship is likely to produce good results? A. I should judge if I was to run a place and had a foreman I would make him responsible for the work and let every man get what he made, if it was fifteen dollars or twenty dollars, or what he made—so much a pair for his work—and I wouldn't allow no contract work; I would expect better work from it, and I wouldn't allow no foreman to take a contract.

Q. You think that under that system you would get better work? A. I think I would.

By Mr. DULIN:

Q. Is it not true about the shoe business that a manufacturer must be very particular about waste in the shop? A. Yes, sir.

Q. If there was an extraordinary waste of stuff in the shop, what would be the result? A. The boss would be the loser.

Q. Ought he not do something? A. He ought to look to the foreman to stop it.

Q. Might there not be waste and he not know it; wouldn't it make the shoes cost more? A. It would be apt to make it dearer.

Mr. FEAREY.—If I had a foreman I could not trust I would look after the work myself.

By Mr. FEAREY:

Q. Have you ever run a factory yourself? A. No, sir; only custom work.

Q. Your opinion does not come from any experience? A. Not from any experience in a factory.

By Mr. DULIN:

Q. You have cut up work, have you not? A. Yes, sir.

Q. You know that you can't afford to waste any stock? A. Yes, sir; and I don't think you can afford to waste any more in custom work than you can in factory work.

By Mr. FEAREY:

Q. In your experience in the shoe business have you seen men that could not do good work? A. Yes, sir.

Q. Do you think a foreman can get any better work out of a man than he is able to do? A. I think if a foreman sees a man who can't do a certain class of work he should say, "Here, young man, you must get out;" I have done it several times.

Q. Have you seen any difference in the style of our shoe in the last few years? A. I haven't seen any difference except in the style and fit; it is a little better style.

Q. Do you think our shoe is a better selling shoe than it was a few years ago? A. Yes, sir; it is a better selling shoe.

Q. You have bought our shoe for several years, have you not? A. Yes, sir; I always bought your shoe since I have been in business,—from your father and from you.

Q. And our shoe is a better selling shoe now than it ever was before? A. Yes, sir, if the price was right.

By Mr. DULIN:

Q. What do you mean by the price being wrong? A. I can get as good a shoe for fifteen or twenty per cent less price.

Q. Can you get Shoemaker & Pabst's shoes for fifteen or twenty per cent less? A. It is a better finished shoe; it is a better shoe; a man can take the best of stock and make a very poor looking shoe out of it, and another man can take very poor stock and make a very good looking shoe out of it.

Mr. Fearey stated that he could show by a number of additional witnesses that, notwithstanding the difference in the finish of the shoe, if he could make a proper price on it, it is a better selling shoe than ever before.

Mr. DULIN.—I don't dispute that. We will take the testimony for that.

D. B. BAKER, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Mr. Fearey asked if it was necessary for him to call more witnesses to prove that his goods are higher than the same grade of goods manufactured by others, and that if he were allowed to put his prices down to the same prices as received by others for the same grade of work, that he could sell more of his shoes.

Mr. Dulin denied that his goods sold to the retailer for less than the prices of other manufacturers.

Mr. FEAREY.—Wherever we make a shoe at the same price as J. H. France, and sell it for the same price as J. H. France, or make it and sell it at the same price as Shoemaker & Pabst, or make it and sell it for the same price as M. W. Dodge, we are willing to pay the same price for the labor.

Q. In what line of business are you engaged ; manufacturing, retailing, or jobbing? A. I am manufacturing.

Q. Where is your office? A. Our Boston office is in Boston, at 16 Lincoln street.

Q. Where is your factory? A. Abington, Massachusetts.

By Commissioner PURCELL:

Q. How large a town is that? A. I couldn't tell you the population exactly; I don't live there myself ; I live in Boston ; it is not very large.

By Mr. FEAREY:

Q. Have you, at any time, had the samples of the Fearey Manufacturing Company to sell from at Boston and vicinity? A. Yes, sir; I have had them about two years, between two and three years.

Q. State to the Board the outcome of your efforts to sell the Fearey Manufacturing Company's goods in Boston and vicinity? A. Well, I have spent a good deal of money and effort, personally and through hiring salesmen who are competent to sell goods, as far as salesmanship is concerned, and I am considerably out of pocket on it; I have not sold goods enough to pay traveling expenses.

Q. Give your reasons for that state of affairs? A. The goods were undersold by other parties manufacturing in the east; the prices were lower for better finished shoes, better selling and fully as good wearing.

Q. I understand you to say that there are one or more lines that you consider equally good that are sold at a lower price? A. Yes, sir; I have a great many persons who would have bought of me, who were customers of my own, and sometimes they tried to; they tried to see if there was any special reason, on account of advertising, that would make these goods sell, and they were willing to pay more but they had to succumb; they had to stop buying of me.

Q. If you had our shoes in their present condition, as you know they are made, as they come out in cases, at a price to compete with manufacturers making the same grade of goods, how much do you think you could sell a year in Boston and vicinity, the territory that you cover? A. I estimated that I ought to sell 50,000 to 75,000 a year at least.

Q. Do you feel confident that you could sell that amount of shoes?
A. Yes, sir.

Q. Do you feel specially confident, more than confident, that you could sell that amount of goods? A. Yes, sir; I could sell that amount at the same prices; they would be glad to buy them.

Q. You made a cheap class of goods yourself once, didn't you? A. Yes, sir.

Q. You have now gone into a better line of goods? A. Yes, sir.

Q. State your reason for changing to a finer line of goods. A. I lost money on them; I couldn't compete with the same grade of shoes made in another State.

Q. Where was that shoe made that was sold cheaper? A. Down in Maine.

Q. I understand you to say that you have given up making that line of goods entirely? A. I have, except to use up the stock so as not to lose on them; I simply make up the stock and when that is made up I don't make any more; we finally decided to leave where we were and decided to give up the line of goods that we were making.

Q. Could we use our factory here and make the number of shoes that we have facilities for and confine ourselves to fine goods? A. No, sir.

Q. Do you know of any factory that makes fine goods that makes fifteen hundred pairs a day? A. No, sir; some of the manufacturers that make the best lines of goods you would be surprised to know the amount of the business they do; factories that are supposed to do a great deal of business are really doing a very small one.

By Commissioner PURCELL:

Q. Are you acquainted with the P. Cox manufactory, of Rochester?
A. I am not acquainted with the factory; I have seen his shoes.

Q. I understand you to say that it is not possible for a manufacturer to work wholly on a fine line of women's goods almost exclusively?
A. Not and do any kind of business.

By Commissioner ROBERTSON:

Q. Why is that so? A. That is so because the great demand is for a low-priced shoe; I think that, so far as I can learn from what I can hear retailers say, some of those manufacturers who have a good shoe have suffered a great deal, and manufacturers who make a cheaper-priced shoe of the same style have taken away a great deal of their business.

Q. Have you known of a movement in the east—manufacturers

moving to smaller towns, and towns suffering thereby? A. Yes, sir; it is a pretty general movement in the east.

Q. What are the reasons for the movements? A. They can't run their factories — can't pay the prices of labor they demand.

By Commissioner PURCELL:

Q. Where is the benefit in removal? A. They go to towns in Maine where they never made shoes, and hire unskilled help and have them instructed in shoemaking.

Q. Do they get the labor for less money? A. Yes, sir.

By Mr. FEAREY:

Q. Have you any idea of an authorized statement of the amount of goods that are made in those outside factories now? A. I know in Haverhill the manufacturers brought out a statement a short time ago; I haven't the figures with me, but I think they show that the loss in Haverhill was about twenty-eight per cent in the shipping of goods, and that that was not explained by the balance of trade, because in Boston it was only about five per cent poorer; that was due to the manufacturers who had left Haverhill, and the manufacturers who remained there did about twenty-eight per cent less business.

Q. Have you seen in the morning paper where a factory in the east has advanced their wages fifty per cent? A. No, sir; where was that?

Q. In Massachusetts. A. It can't be in Massachusetts.

Q. Are you aware that the Fearey Manufacturing Company do some advertising? A. My impression is that they do more advertising than any other manufacturer of the kind in the country, it seems to me.

Q. Giving the same price as other manufacturers, would you not be able with the advertising, to sell more of our goods than you would of a line that was only on an equal footing? A. Yes, sir; I would because the name carries the idea of durability with it.

Q. In your experience with our goods you find that the reputation for durability is good? A. Yes, sir.

Q. Don't you often hear people say "I would like to use Fearey's goods if the price was right?" A. Yes, sir; my experience is what I have said; I have lost money trying to sell them; they have to buy the lower priced shoes.

Q. What makes them durable? A. The quality of the leather, I think.

Q. Then the workmanship has nothing to do with the durability of the shoe; would the work make any difference? A. I supposed if it was sewed, if the thread was poor it would make a difference?

Q. The workmanship would not make any difference in the durability? A. No, sir.

Cross-examination:

Q. You are a manufacturer? A. Yes, sir.

Q. How is it about waste in your stock? A. We don't calculate to have any waste.

Q. Why do you try to sell Mr. Fearey's shoes more than any other manufacturer's? A. I am not a jobber; we simply took his samples and tried to sell his goods.

Q. Why his more than any other manufacturer's? A. Because his were the samples that we handled.

Q. You say that Mr. Fearey's plant cannot run on a fine line of goods? A. I don't think that it can; I should not think that it could, a large manufactory.

Q. What class of goods did you mean that you said you could sell 50,000 to 75,000 a year of his goods at right prices? A. Such goods as he makes.

Q. All through? A. Yes, sir.

Q. You say the factories in the east are moving to smaller towns? A. Yes, sir.

Q. In order to have unskilled labor? A. I don't think that they want unskilled labor.

Q. I understood you to say to Mr. Fearey that they did? A. They do it but they don't want to do it.

Q. And are the prices they pay what Mr. Fearey now wants to compete with? A. Yes, sir.

Q. Was not your taking up Mr. Fearey's line of goods on account of their durability? A. It was principally to make some money; no, it was not on account of their durability, but they had a good reputation.

Q. What line of goods of Mr. Fearey's were you handling? A. The boys', youths' and misses.

Q. At what price did you get the goods? A. I never bought the goods; I only tried to sell them on commission.

Q. The misses' and child's, what were you to sell those for? A. I think \$1.35; I don't remember much about that because of misses' and child's we sold very few of them; we were shut off right on the start.

Q. What was your commission? A. Five per cent; that is what is figured by all manufacturers, whether they pay a salary or a commission.

Q. I understand you to say that the misses' and child's were the same? A. No; I think \$1.20 and \$1.35; perhaps \$1.10 and \$1.35.

By Mr. FEAREY:

Q. Do you know the reputation of Rochester made goods? A. I think it is high.

Q. A higher reputation than the goods made in the east? A. Yes, sir; generally.

Q. If a man wanted a Rochester shoe it is hardly likely he would come to Albany for it? A. Why, no; if he pays the price he wants all the advantage of it.

Q. If a man wants a very fine shoe he goes to New York for it? A. Yes, sir.

Q. If he wants a moderately fine shoe he goes to Rochester or Philadelphia? A. Yes, sir.

Q. And if he wants a fair, durable shoe he goes—say to Albany? A. In men's goods they make a fine line of shoes in Newark.

By Mr. DULIN:

Q. About how many men do you employ—men, boys and children all through? A. It varies, of course, according to the time we are manufacturing.

Q. What is it about now? A. I should think we had about seventy-five to a hundred.

Q. Can you give me an idea what your average weekly payments amount to? A. No, sir; I could not do that.

Q. If a man wanted to make a low, way-down cheap grade of shoe he would naturally move to a country town or get a prison contract, he would naturally look to that, wouldn't he? A. Yes, sir.

MICHAEL GAHAN, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. Mr. Gahan, you have had some experience in shoemaking in Albany? A. Yes, sir; and I have been in shoemaking outside of Albany; in Albany for thirty-one years.

Q. Who did you work for first in Albany? A. George A. Wolverton.

Q. Who, after that in Albany? A. The East New York Shoe Company.

Q. Who after that? A. After I left George A. Wolverton I worked for _____ of Utica, twelve years; after that I went to the East New York Shoe Company for six months; I worked for Munson & Co. for five years.

Q. What kind of goods did they make? A. Very fine goods.

Q. Who else did you work for? A. I worked for myself the rest of the time.

Q. What was the name of the firm? A. Grace, Luby & Co.

Q. What success did they have? A. Very fair.

Q. Did they go out of that line of goods? A. Grace went out of the firm and we continued the business for eight years, and then Mr. Luby went out of it.

Q. What way did he leave the business? A. He got killed down here on Pearl street.

Q. Was he in the business when he was killed? A. Yes, sir; the factory was running when he was killed.

Q. Do you consider that there is a poor class of shoemakers in Albany? A. There are just as good shoemakers in Albany as anywhere else.

Q. If you wanted to make a fine shoe, 1,800 pairs a day, do you think you could employ the help in Albany to make them to-day? A. Yes, sir; I think I could, 2,500 or 3,000 pairs.

Q. You say there were these five firms that made them? A. Yes, sir.

Q. And they are now all out of business? A. Yes, sir.

Q. Mr. Richardson is not dead? A. No, sir.

Q. Mr. Munson is not dead? A. Oh, he is almost dead; the old man, he has been out of business for some years.

Cross-examination:

Q. Are you aware of the trouble that is between Mr. Fearey and his employes at the present time? A. No, I am not; I have been out of business myself for three years and I don't know much about it.

Q. The Rochester shoemakers have been called into question here by the Board; do you know the kind of shoe they make? A. I do, sir.

Q. It is also said they are manufacturing in Fairport; do you know what kind of shoe they make there? A. I do, sir.

Q. Do you know what kind of shoes they make in Rochester? A. They make a fine shoe; I think Johnson makes about the poorest line of shoes in Rochester.

Q. What kind of shoe is made in Fairport? A. They make boys' and youths' principally, both machine sewed and nailed, and in the Rochester factory that is the principal work they do there; in the factory in Fairport they do the welt and Goodyear and fine shoes; the whole factory is moved down there, so Mr. Cox told me some time ago.

Q. What kind of shoes does Fearey make? A. He made a fine shoe some years ago.

Q. You are acquainted with the shoe made by Shoemaker & Pabst? A. Yes, sir.

Q. Suppose it was shown that Shoemaker & Pabst made a better shoe

than Fearey makes? A. I don't think he does; he has not the help to make them better; he has boys and girls to make his shoe.

Q. Suppose it was a better finished shoe and better gotten up and made as it was some years ago, how would it then compare with Shoe-maker & Pabst's? A. Oh, better; away ahead of it.

Q. Suppose there was a great waste in your factory, how would it affect your shoe? A. A great deal, sir.

Q. Do you know anything in regard to the eastern firms? A. Yes, sir.

Q. What kind of labor do they employ east on those cheap goods? A. They employ unskilled labor to a great extent, and they have skilled men to teach them.

Q. Are you acquainted with any of the work made in Richmond and Keene? A. Not in Keene, New Hampshire; I am acquainted with them all through Massachusetts, in Abingdon, Brocton, and where this man who just testified lived.

Q. At Abingdon, what kind of shoes do they make there? A. Some fine goods; principally shoddy goods, made of leather board counters.

Q. What do you mean by that? A. Straw stiffenings.

By Mr. FEAREY:

Q. Do you know the firm of Hathaway, Soles & Harrington? A. Yes, Sir.

Q. Does that firm make shoddy goods? A. No, sir.

Q. Do you know the firm of Strong & Burt? A. Yes, sir; that is in New Bedford, just South of Boston.

Q. Do you know the firm of Stayer, Adams & Co.? A. Yes, sir.

Q. Do they make shoddy goods? A. No, sir.

Q. They make them there in that locality? A. Yes, sir.

Q. Did you say that they put shoddy stiffenings in fine goods? A. No, sir; they make better goods there than they do here; they pay more for making goods there than you or anybody else in town here does.

By Mr. DULIN:

Q. What is the cause of that? A. The reputation is high; take Turner Brothers or Fitzpatrick Brothers, they make goods that are reliable and have a high reputation.

Q. Take the firm of Hathaway, Soles & Harrington, do you know whether they have advanced their employes fifty per cent in the last day or two? A. So I understand; it is what I read in the paper; I don't know anything more about it.

By Mr. FEAREY:

Q. What is the quality of the shoe made in Albany? A. Albany had as good a reputation as any in the United States five or six years ago, and there were good shoes made here; you were making them, Busley was making them, Richardson was making them, and they were all making them.

Q. The firms that you mentioned are now all out of business except ours? A. Yes, sir.

By Mr. DULIN:

Q. I understand you to say that Mr. Fearey, five or six years ago, was making a fine line of goods? A. Yes, sir.

Q. What line is he making to-day? A. I don't know to look at them, how they are made.

Q. What kind of goods is A. C. Geller making? A. Ordinary goods.

Q. How will they compare with Mr. Fearey's goods? A. I suppose they are a little better.

By Mr. FEAREY:

Q. How long since you have been in business? A. I haven't been in business in three years.

Q. Did you retire because you were wealthy? A. Because they all knocked me out; I could not make any money; I didn't make any cheap goods.

Q. How many years were you in business? A. About twelve years.

Q. When you started the business how much money did you have? A. I had about \$1,000.

Q. How much money did you have when you left the business? A. When I left the business I had \$6,000.

Q. Then your net profits for your share for twelve years were \$5,000? A. Yes, sir.

Q. What were your living expenses? A. We each drew out \$1,000 a year; we always drew out an equal amount a week.

Q. Your profits per year then made \$1,500 or \$1,600 a year? A. I made \$6,000 in twelve years.

Q. Did you make journeyman's wages yourself? A. I suppose I did; there are men around here who can testify to that; we had no idle men.

Q. What was the reason of your loss in business? A. There is one man in what-you-may-call-him's factory on Water street, in Rochester, he will burnish 600 pairs a day; then there is nothing but the lasting and finishing to the shoe; the burnishing is done by machine and

everything is done by machine, and all you have to do is to finish them; they make a very good shoe in Rochester for two dollars.

Q. A good shoe? A. Yes, sir; no better.

By Mr. DULIN:

Q. Do you think that it is an exorbitant demand to ask thirty-six cents for burnishing seventy-two pairs? A. No, sir.

Q. Suppose they ran like this, men's thirty, boys' thirty, youths' twenty-eight, women's thirty, misses' twenty-eight, child's twenty-five, infants' twenty-five, for cases of seventy-two pairs, what would you say to those prices? A. I don't know how he could do it; do you have a man cut them after you scour them; he couldn't do it; he couldn't make fifty cents a day.

Q. And the prices that are asked for are as follows: Men's, thirty-six; boys, thirty-six; youths, thirty-four; women's, thirty-six; misses, thirty-four; child's, thirty; infants, thirty; is there anything exorbitant or outrageous in that request? A. I should think not.

Q. You say they have a machine in Rochester that one man burnishes 600 pairs a day? A. Yes, sir; three machines.

Q. Do you know whether they charge the help for thread up there; tax the help for it? A. No, sir.

By Mr. FEAREY:

Q. Do you know they don't? A. I never knew it yet myself; some people in Albany tax for the thread but pay them extra for it.

Q. If they paid them extra would there be anything wrong about that? A. No, sir; France pays ninety cents, pays more than anybody in Albany and finds them thread and everything else.

Q. Supposing you were running a factory and you had some experience and you found that your tacks and thread were being stolen right along and you gave them an additional price, enough to pay for the tacks and then charged them for the tacks, would there be anything extraordinary or unfair about that? A. No, sir; if you pay the eighteen or twenty cents a pound for tacks and charge him for the tacks it is all right.

Q. If you were running a factory you would make your own rules, wouldn't you? A. Yes, sir.

Q. And if you couldn't, you would not run it at all? A. No, sir; I would make a man do so many pairs with a pound of tacks.

Recess till 2 o'clock P. M., at which time the proceedings were continued as follows:

By Mr. FEAREY.—Our first claim is that we find ourselves driven out of the market because our prices are higher than other manu-

facturers. The question is whether it is necessary to offer any more testimony on that point, or whether it would be cumulative testimony.

Commissioner ROBERTSON stated that he did not consider it necessary to offer any more testimony on that point then.

Mr. FEAREY.— We ask that the help, when out of their usual work, do the other work given them by the foremen willingly.

Mr. DULIN.— That covers a good deal of ground; for instance, men become expert in one part of the shoe, and you might do that man a great injustice by giving that work to a man alongside of him and giving him other work that he could not do to advantage. I believe that, in case he has not his usual work, it should be optional with the employe as to whether he shall do other work or not; I object to that.

Mr. FEAREY.— We can prove that that is the custom.

Mr. DULIN.— If it is the custom we will not object to it. I object to it for the time being; I will not admit or deny that it is customary; I don't know whether it is or not. If it is a fact that it is customary I don't know why it should be brought in now. I will object to it for the time anyway. I ask that it be left optional with the employe.

Mr. FEAREY.— We ask that the shop committee do their work outside of the shop, and that talking in knots of two or three be discontinued.

Mr. DULIN.— I accept that.

Mr. FEAREY.— That the foreman's orders be obeyed, and that the habit which some of the help have of consulting the chairman of the shop committee before complying with the requests of the foreman be discontinued.

Mr. DULIN.— On all work affecting the factory or its interests, we accept that.

Mr. FEAREY.— We ask that any new help that we put on be not interfered with or threatened if they object to joining the Knights of Labor.

Mr. DULIN.— We accept that.

Mr. FEAREY.— We ask that employes of ours, not members of the Knights of Labor, be unmolested and be allowed to work without being insulted and threatened.

Mr. DULIN.— We accept that.

Mr. FEAREY.— We ask that any individual in our employ be allowed to make a personal contract with us, and that the making of such contract shall not interfere with him in any way.

Mr. DULIN.— That we object to, and we think that the finding of the State Board should settle that. I don't deny your right to make personal contracts, but I do deny your right to come before the State

Board to arbitrate on a scale of prices and ask them to decide that you can make personal contracts.

Commissioner PURCELL.—In other words, you acknowledge his right to make a special contract, but if he makes a personal contract it must be at the rate fixed by the State Board of Arbitration.

Mr. DULIN.—If the findings of the State Board of Arbitration are violated, I think the employes would be justified in doing whatever they can to meet that when it comes.

Mr. FEAREY.—That if employes are willing to work at prices less than the price-list that they be allowed to do so without molestation.

Mr. DULIN.—We ask, in opposition to it, that the prices fixed by the State Board of Arbitration be the prices at which employes in Mr. Feary's shop be asked to work.

Mr. FEAREY.—We ask that the rules of the shop be complied with.

Mr. DULIN.—That we accept, as stated in the list of rules set forth by Mr. Fearey.

Mr. FEAREY.—We have a printed list of rules posted in the factory.

Mr. DULIN.—That I don't know anything about.

JASON STONE, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. What business are you in? A. I have charge of John G. Myers' shoe department, retail department, 21 North Pearl street, Albany.

Q. Have you ever been engaged in the manufacturing of shoes? A. Yes, sir.

Q. What was the name of the firm? A. S. Munson & Co.

Q. What grade of work did they make? A. They made a fine grade of work.

Q. Will you please state, for the information of the Board, whether manufacturing, so far as that experience is concerned, of fine shoes in Albany is a success or a non-success? A. Of late years, since I got out of it, it has rather dwindled down; where the fault lies I don't know; there is one pair of shoes made in Albany to-day where there used to be twenty.

By Commissioner ROBERTSON:

Q. How long ago were the twenty made? A. Fifteen years ago; I have been out of the manufacturing business for fifteen years; of course, manufacturing of shoes has changed very much since that time.

By Mr. FEAREY:

Q. Will you state whether the manufacturing of shoes in Albany has been a profitable business or not? A. That is a question I could

hardly answer; of course, the manufacturers who were making shoes then, a good many of them, have gone out of business.

Q. Is it not true that S. Munson & Co. lost considerable money in making fine shoes in Albany? A. They lost considerable money; yes, sir.

Q. And S. Munson & Co. gave up business for that reason, because they did not find it a paying investment, manufacturing fine shoes in the city of Albany? A. Well, I don't know his reason; he was manufacturing shoes when I left him, but he is out of it now.

Q. Do you sell mostly fine shoes in your establishment? A. Well, we sell more fine shoes than we do cheap ones.

Q. Is it not a fact in the trade, to your knowledge, that fine goods are made in certain localities and medium grade goods in certain other localities, that is, cities? A. Yes, sir; that a city generally makes about one grade of goods.

Q. State, for the information of the Board, whether a factory of the size of that run by the Fearey Manufacturing Company could be run successfully in Albany on fine shoes entirely? A. I could not state that because it has never been tried; I would not take the factory and run it entirely on fine work in the city of Albany, because I should seek some other localities if I was going to make a strictly fine line of goods; I should not start it in the city of Albany; of course, that is only my idea; another man might come here and think it was just the place.

Q. Why do you think Albany is not a good place for making fine shoes? A. When I was making shoes the majority of men who were making work then were practical shoemakers, but they never worked on teams; they could sit down on a bench and make good wages but could not work in teams; they made men's work, and you put them on ladies' work and when you took the shoe up in your hand it was heavy; when a man is educated he can make lighter work; there are just as good shoemakers in the city of Albany as anywhere.

Q. To-day, Mr. Stone? A. I could not say that; I know we had men who could sit down and make as nice a shoe as anybody; I presume there are some of them here now.

Q. What you call a team man is where a man makes a certain part of the work? A. Yes, sir.

Cross-examination:

Q. Whose manufacture of shoes do you sell now? A. We sell E. C. Burt's, H. J. Holbrook's, Curtis & Wheeler's.

Q. Have you a women's kid that retails at two dollars? A. Yes, sir.

Q. What is the cost of that shoe? A. We pay \$1.65 for it.

Q. Have you a sheepskin shoe? A. No, sir; we don't buy any sheepskin if we know it; it is sometimes pretty hard to tell them; we buy them for kid and sell them for kid.

Q. Are not some of them sheepskin? A. I would not say.

Q. Can't you tell sheepskin from kid? A. I could if I saw the back of them, but I would not be certain if they were made up.

Q. What is the difference in price? A. You can buy some sheepskin for twenty cents a foot.

Q. What is the price of kid? A. You can buy kid all the way from thirty to thirty-eight cents.

Q. Is it not very difficult to tell some sheepskin from kid? A. Yes, sir; a man showed me a sheepskin the other day that if it was made up would look like a French kid.

Q. Is French kid any more durable? A. I don't think it is; I think a good curacao kid will wear as well as a French kid.

Q. Is not anything that is of a bright finish called kid, whether it is a sheepskin or kid? A. Yes, sir; and dongolas, dongas and lily kids are sold as kids.

Q. What is a dongola? A. It is supposed to be a kangaroo skin, but I doubt it.

Q. What is it made of? A. I suppose it is kangaroo skin.

Q. You said you doubted it? A. I would not swear to anything like that.

[A piece of leather was then shown to witness.]

Q. What is that? A. I should call that a kid skin.

By Mr. FEAREY:

Q. Do you know that there is a mongrel stock that is between a sheep and a cur kid? A. Yes, sir; a Brazilian.

Q. And it is neither a kid nor a sheep? A. No, sir.

By Mr. DULIN:

Q. Do you use any eastern goods? A. Yes, sir.

Q. What are they—what style? A. That shoe that I spoke of.

Q. This shoe that retails for two dollars, is that an eastern shoe?
A. Yes, sir.

Q. And you pay how much for it? A. One dollar and sixty-five cents.

Q. That is a woman's kid button? A. Yes, sir.

Q. Have you any cheaper grade than that in women's? A. No, sir.

Q. Don't handle them? A. No, sir.

Q. What is your next grade? A. Two dollars and fifty cents.

Q. What do you pay for that? A. We pay two dollars if we can't buy it any cheaper; that is about the price, two dollars.

Q. Do you use any Albany made shoes? A. No women's nor no men's; we use a few children's goods.

Q. Where are they made? A. When Mr. Busley was running we bought of him.

Q. Have you made an examination of Mr. Fearey's women's kid button? A. No, sir.

Q. Have you made an examination of Shoemaker & Pabst's kid button? A. No, sir.

Q. You don't know any difference between Mr. Fearey's kid button and that you are selling for two dollars? A. No, sir.

By Mr. FEAREY:

Q. Do you use any prison goods? A. No, sir.

By Mr. DULIN:

Q. Do you know of any manufacturer in New York city that manufactures the same grade of goods as Mr. Fearey? A. No; I don't, that makes the same line of goods right through.

By Mr. FEAREY:

Q. Do you know anyone who makes any one shoe like his? A. No.

Q. You have had some experience on the road; wouldn't they have to buy a cheaper shoe in the West than they do here to pay the freight on them? A. Yes, sir.

Q. Is it not a fact that we get more for the money in this town than they do anywhere in the West? Yes, sir; that was so when I was in the business; we give customers more for the money than they do in the West.

By Mr. DULIN:

Q. Who do you buy this \$1.65 shoe from? A. Sargent & Merrill, Lynn.

Q. It is a Lynn shoe? A. Yes, sir.

Q. You say shoes are sold closer in Albany than anywhere else? A. That was my experience when I was in the business.

Q. How long ago was that? A. Twelve years.

Q. This shoe that you buy for \$1.65, have you ever tried to buy the same shoe in Albany? A. No, sir.

Q. Never have looked at Shoemaker & Pabst's or Mr. Fearey's? A. No, sir; I guess five or six years ago I did buy the same shoe from Shoemaker & Pabst.

Q. What was the difference in the shoe? A. The shoe that I get now is a good deal smoother shoe than the one I got from them five or six years ago, but I have not seen their shoe in the last two or three years.

Q. Do you know anything in regard to the prices paid to the help in Lynn by the shoe manufacturers? A. No, sir.

Q. Do you know anything about the prices paid by the Fearey Manufacturing Company? A. No, sir.

JOHN GRACE, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. Have you ever been in the shoe business, Mr. Grace? A. Yes, sir.

Q. In what line were you? A. Manufacturing.

Q. How many years were you manufacturing? A. I was manufacturing probably six or seven years.

Q. You made a medium to a fine line of goods? A. Medium — rather fine.

Q. Did you have any partners? A. Yes, sir.

Q. Who were the partners? A. The two Lubys and Gahan.

Q. Were you in business alone after that? A. No; I had a partner with me after that, and then I was alone.

Q. What was his name? A. Denison.

Q. Will you tell us your reason for discontinuing the manufacturing of fine shoes in Albany? A. The principal reason that I can give for that is through failures; I met too many of them; I lost no money only through them; I could make money only for the failures.

Q. You could make money off the goods but your loss was only through failures? A. Yes, sir.

Q. You know that all manufacturers are liable to lose in that way? A. Most undoubtedly, because we have been in them together.

Q. I understand you to say that the manufacture of fine goods is not large enough to stand failures? A. Very largely; there is profit on the business but the failures come so heavy that they will more than overbalance the profit of it.

Q. How long were you manufacturing? A. Well on to seven years.

Q. How much money did you invest in the business? A. Well on to \$5,000.

Q. How much did you have when you got through manufacturing? A. Not a cent, because I lost too much through failures; I lost \$3,000 on failures one year.

Q. How much did you draw out each year? A. I drew probably fifteen dollars a week besides other expenses, such as going to New York.

Q. Your personal expenses were fifteen dollars a week? A. Yes, sir.

Q. Did you earn that much at your work? A. I couldn't say that I did because I had a boy do the work part of the time that I done, but I had to see to that, such as packing the shoes, such as that.

Q. So far as your experience goes in shoe manufacturing in Albany, if you had a factory the size of the Fearey Manufacturing Company's, do you think that it could be kept going on manufacturing fine shoes entirely in this city? A. That I could not say; it seems some men are making money out of it; I am out of the business now; I can't answer that.

Q. What is your opinion? A. I don't swear to my opinion.

Q. You are very positive on one point, you made no money making fine shoes? A. I would have made money but for the failures.

Q. How long were you in business? A. About seven years.

Q. How much money did you lose through failures in those seven years? A. One fall I lost \$3,000.

Q. About how much did you lose, on a rough calculation? A. I lost over \$7,000.

Q. How much business did you do a year? A. Part of the time I done considerable; part of the time I done probably well on to \$1,000 a week.

Q. Did you do \$50,000 a year? A. No; not half of that.

Q. When you were with Richardson, Luby & Gahan didn't you do as much as that? A. No; I don't suppose we did.

Q. Your losses, as you remember, were about \$1,000 a year? A. Yes, sir; for bad debts.

Q. Do you know what is allowed in manufacturing for bad debts? A. I understood there was one and one-half per cent allowed, but that did not cover it or near.

Q. According to your figures, if you did \$50,000 or \$60,000, you lost just about that? A. Well, the last years I done very little business.

Cross-examination:

Q. What class of goods did you make when you were in business? A. Well, a medium class.

Q. Did you make any hand-sewed work? A. No, sir.

Q. Did you make women's goods? A. Yes, sir.

Q. Different grades of them? A. Yes, sir; made all kinds, but when I speak that way I mean a medium average.

Q. How long are you out of business? A. I am out of business now seven years, probably eight years.

Q. Can you give us an idea how many were working for you as a general thing or on an average for any one year? A. When I was in business first, when it was Grace, Luby & Co., that time we ran two teams and there was probably seven in each team, and then there was other men, probably about twenty more.

Q. Probably about twenty altogether? A. Yes, sir; besides girls.

Q. How much altogether? A. Part of the time probably we had thirty or forty, between thirty and forty.

Q. Can you give us an idea about what your average weekly payments were for that number? A. There was weeks that they went probably \$400 to \$450, or probably \$500, may be more.

Q. With that number of people, what would the average wages be? A. In those times they made from \$18 down to \$10; some of the girls made higher than \$10.

Q. Were there any lower than \$10? A. Oh, yes, sir; the girl operators made the highest wages.

Q. What was it worth in your day, Mr. Grace, to bottom a pair of shoes, or was your bottoming done by piece work? A. It was done by the piece.

Q. Do you recollect what it was worth? A. Yes, sir; my memory is good enough for that; at first we paid eight cents for lasting; that was a French kid shoe; some of the work was down as low as six.

Q. Do you know the class of work Mr. Fearey is making now? A. No; I am not aware of it.

Q. Do you know the class of shoes he made when you were in business? A. He made a very good shoe at that time.

Q. How did it compare with yours? A. I can't tell that; some of your shoes were as fine as mine, and more of them were not.

Q. What price did you pay for lasting on the grade of shoes that corresponded with Mr. Fearey's shoes at that time? A. We paid six cents and seven; six for pebble goat and seven for kid.

Q. You employed regular shoemakers? A. Yes, sir; men that worked in teams.

Q. About seven in a team? A. Yes, sir; there was.

Q. What was their average wages per week? A. They averaged from eighteen down to probably eleven or twelve; the heeler, or men that heeled, and the men that burnished, did not make as much as the finishers or the trimmers.

Q. One man worked on a particular part of the work? A. Well, it was the most particular part of the shoe, considered so at the time.

Q. Did you ever have any work spoiled or injured on you? A. No;

if there was I would try to sell it for what it was worth; I never put it back on the men.

Q. You never compelled your help to take an injured shoe? A. No, sir, never; rather than have any trouble I sold it for a damaged shoe.

Q. If it was not for failures you would have made a success? A. Yes, sir.

Q. It was the failure of those shoe stores outside, who got goods on time, that caused your want of success? A. Most undoubtedly.

Q. Suppose you were going in business again, would you consider that your help should work as cheap as they do in the country towns of Massachusetts? A. No, sir, I would not, because a man cannot live as cheap in the city as in the country villages; that I know, because I have been through the country villages.

Q. You have seen some of the work made in those country villages? A. Yes, sir.

Q. What is board worth in country villages? A. I don't know exactly that, but I have heard them say that it is cheaper than in the city.

Q. In your judgment can a man live as cheaply in the city of Albany as he can in Brockton and those country places in Massachusetts? A. I don't see how he can if the rent is high, and in those country places I understand a good many of them carry their work out in the country.

Q. Do you think it would be a fair basis of wages to compel mechanics in Albany to work for the same wages paid in country towns in Massachusetts? A. No, I don't think it would; they couldn't.

Q. Are you a shoemaker by trade? A. Yes, sir.

Q. Do you know what it is worth to make a pair of hand-sewed shoes? A. No; I knew the prices, but I don't know exactly now.

Q. For lasting, rounding and stitching,—is ninety cents too much for that work? A. I understood that Mr. Dodge was getting it made without the heels—getting it ready for finish—that Mr. Dodge paid eighty-five cents; that is what he told me, if I ain't mistaken.

Q. You know about what the findings are on a pair of shoes, what the nails and thread in a pair of shoes are worth; is five cents too much to pay for it? A. Do I understand you that you have to find the nails.

Q. Yes, sir. A. The probability is it might be worth—Mr. Fearey could tell you better than I; I haven't been in the business, but I think about four cents would be fair, on a rough calculation.

Q. Now take lasting, inseaming, rounding and stitching for seventy-five cents, and have to find your own nails and thread? A. I think it is too low.

Q. What would you think if you got a twenty per cent reduction on that? A. That I don't know; I would want to know who would furnish my board.

By Commissioner ROBERTSON:

Q. You think you could furnish your clothing? A. I think they would be very poor; I don't think I could wear as good a coat as I have now, and it ain't very good.

W. F. FREEMAN, a witness called on behalf of the Feary Manufacturing Company, being duly sworn, testified as follows:

Q. You are in the shoe business, Mr. Freeman? A. Jobbing, yes, sir.

Q. Have you ever manufactured any shoes? A. In times past, yes, sir.

Q. Will you state what per cent manufacturers generally figure for bad debts; what is the percentage accepted in the trade for that; they generally figure it in figuring upon the cost of a shoe? A. Different persons figure it differently.

Q. Would you consider, on a business running from fifty to eighty thousand dollars, if a person should lose on an average a thousand dollars a year it would be excessive? A. I should consider that it would, yes, sir.

Q. You would consider two per cent an excessive figure for it? A. Yes, sir.

Q. Would you consider one and one-half per cent a high estimate? A. On manufacturing on long time, I should think one and one-half per cent would be about right.

Q. You think two per cent would be a high figure? A. Yes, sir.

Q. You know what is called a kid shoe in the trade; can you tell me what the word kid applies to? A. Goat skin, isn't it?

Q. If a shoe is made of gondola sheep, wouldn't it come billed to you as kid; isn't the word kid used to designate, in the trade, a shoewith any kind of a polish? A. Yes, sir; as a rule it is.

Q. How low is a kid shoe sold? A. A polished shoe?

Q. Yes, sir. A. I can tell you the lowest that I handle regularly; I buy a women's foxed kid for ninety-five cents.

Q. Ninety-five cents with the regular discount off? A. Yes, sir.

Q. Have you ever sold any ladies' grain shoes made in Albany in your jobbing business? A. I think not.

Q. Do you use any prison work? A. I do not.

MONROE WOOLVERTON, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. What business are you in? A. I manufacture shoes.

Q. How long have you been in that business? A. About fifteen years, I guess.

Q. And all the time in the city of Albany? A. Yes, sir; that is, I have been proprietor of a shoe business fifteen years; perhaps ten years before that I worked in the shoe business.

Q. Should you consider two per cent a high figure for bad debts in the manufacturing business? A. I should not.

Q. Is it not the truth that very often in manufacturing it goes over that — sometimes it does? A. I should think two per cent would be a limit, not to exceed two per cent.

Q. You would not consider one and one-half per cent a high figure for bad debts? A. Selling to the job trade or to the retail trade?

Q. Selling to the retail trade? A. I would not.

Q. Will you explain for the benefit of the Board what they call kid at present? A. Kid stock, bright, neat stock?

Q. Yes? A. Some is made from a sheepskin glazed and some is made from a goatskin glazed; it varies in price from ten to thirty cents.

Q. You have heard of such a thing as a sheepskin kid? A. Yes, sir.

Q. You employ Knights of Labor in your shop? A. I believe I do, yes, sir.

Q. Do you make an arrangement with them for a year or what is your custom? A. Our custom, previous to this year, has been to make an arrangement for the season, to begin the first of January and the first of July; this year we made it for the year, to begin the first of January and end the last of December.

Q. When you have discharged help for defective work, have you found that the Knights of Labor objected to your discharging such help? A. I never did but one time and that was a short time ago.

Q. What was that instance? A. It was simply this, the party doing a part of the work was slighting his work or neglecting it, and finally we gave him notice that if he did not do better work we should have to discharge him, which we finally did, and there was some talk among the men that we could not put a man on in his place, but it was finally settled between us and the men; there has been no dispute on it at any other time.

By Commissioner DONOVAN:

Q. How was it settled, was the man re-employed? A. No, sir; he was not.

By Commissioner PURCELL :

Q. Another man put in his place? A. Yes, sir.

By Mr. FEAREY :

Q. You used to make a line of boys', youths', misses' and children's shoes, did you not? A. Yes, sir.

Q. You have changed that line to women's and misses' daisy kid? A. Yes, sir.

Q. Will you state why you changed that line? A. We did it for this reason; manufacturers have to change at times; we have to make such goods as are not made in the State prison or county prisons; when I made boys' and youths' shoes we got \$1.35 for a youth's shoe and \$1.60 for a boy's; at that time the prisons were not making many boys' or youths' shoes; at the time we were making the boys' and youths' and children's shoes that Mr. Fearey speaks of the prisons had not taken up those goods; we were making a youths' veal calf shoe that we sold for \$1.35 and \$1.60 for a boy's; the prisons began making these goods a year after that in large quantities, and where I had customers (I refer now to one special customer) I had a very large customer at Syracuse; I had sold this shoe to him under our regular price; our shoe that we sold for \$1.35 I sold him for \$1.25, because he bought in ten and twenty case lots and paid very promptly; we barely made five cents a pair on the shoes, but of course we made more on other customers who paid the regular price; this customer used our goods for a couple of years, paying \$1.25 for the youths' shoes and \$1.50 for the boys'; in the spring of 1886, when I went there for a spring order, he said, "We can't use your youth's shoes; you have been charging us too much for them;" I told him I didn't know why; that we had been selling them to him as low as the market affords and as low as an honest shoe could be got up; he said, "I have just bought fifteen cases of those goods, a shoe I consider as good as yours, at a dollar a pair," and I told him I didn't know how a shoe could be made for that, and I finally drew out of him where he got them, and they were prison-made goods, and then I questioned the man's veracity as to buying them for a dollar a pair, and he showed me the bill of them at a dollar a pair and four per cent off of that; then he said, "Of course, we can't use your youths' shoes, but we can use your boys' shoe, the larger size of shoes;" this prison did not make the boys' shoe; I said all right and I took an order for the boys' shoe and I billed the shoe, as I formerly did at \$1.50, and he said, "Here, what is the difference between a boys' shoe and a youths' shoe? Isn't it a quarter?" I said yes; "then," he said,

"the price should be \$1.25;" therefore influencing the price of a shoe that they did not make at all; the next year we tried to manufacture a shoe at \$1.10 and \$1.25; to-day the price of that shoe is \$1.25; we had to give up the manufacturing of shoes because we could not manufacture them, nor can anybody manufacture them profitably and compete with the East New York Boot & Shoe Company, the Bay State Shoe Company, of Worcester, and now more especially the State of New York; they are selling their goods less than the stock in them costs, and the taxpayers of the State are making up the deficiency.

Q. How does the State sell its shoes; does it put men on the road the same as you manufacturers? A. Yes, sir; I know some boot manufacturers who were manufacturing last year, manufacturers in the East, and they said they met men on the road selling boots made at the State prison in Auburn, for six dollars less than they could manufacture the goods for.

By Commissioner PURCELL:

Q. I understood you to say that they put some of those goods on the market for less than the materials cost? A. Yes, sir; the Comptroller's report shows in six years a deficiency of five million dollars manufacturing goods in the prisons of the State of New York; I would not say exactly that, but five million dollars deficiency in the prisons; before that they had been self sustaining; the last year has a deficiency of one million; they have been running partly on piece-price on State account and on contracts that have not yet expired; to end this argument, and the idea I started on, we have had, for some years, to change our grade of shoes to some grade that the prisons don't work on; some years ago we could not make women's goods; they made them at Sing Sing; as soon as they commence to make them we have to change round to something that they don't produce.

Q. Does this Albany penitentiary make shoes now? A. Yes, sir; they turn out about three thousand pairs a day, I believe.

By Mr. FEAREY:

Q. Do you know anything about the prices the East New York Boot & Shoe Company is selling shoes for now? A. I have seen one or two shoes sold on the road under the regular prices; in fact, all of them are under our prices, but when they pile up a large quantity of those goods they have to sell them at some price.

Q. Who has the Kings county contract? A. The Sing Sing prison the Bay State Company have, and the Kings county also.

Q. Will you tell what your custom is in your shop, providing a hand is out of work, say a girl stitching foxings, what is your custom, to

give her some other work or to allow that girl to lie idle? A. Well, we disapprove, Mr. Fearey, of our help lying about the factory idle, and we much prefer that if she gets out of work, and has some other work that she can do, we would much rather have her do it; but at the end of the season, when the work is slack, rather than lose one good hand we divide it up among two of them, but disapprove of having them idle.

Q. If one person doing a certain work was out of that particular work would you have her do other work; if you had a vamped who was out of vamping would you have her do foxings? A. If there was a vacancy we would transfer the person who hadn't work to do that work; but if there wasn't any vacancy, and we hadn't enough work for them, we would divide this work among them.

Q. Doesn't it often happen that an employe is out of the factory through sickness or some other cause? A. Yes, sir; that is often the case.

Q. Doesn't that cause a halt? A. The work in that part would stop of course.

Q. Have you ever had any objection to having that done? A. No, sir, I have not.

Q. You would consider it a very great inconvenience if you could not change your hands around more or less, in case of any one being out? A. In that case I would; yes, sir.

Q. Do you put boys on for sweeping, and have boys do odd work around? A. Yes, sir.

Q. How much do you pay them a week, a new boy that knows nothing about the work? A. From three to four dollars.

Q. What do they do? A. They do the general work about the factory and running errands.

Q. How large a boy is that? A. Something over fifteen.

Q. How long has he been with you? A. He has been with us about three years.

Q. Did you give him three dollars when he started? A. We probably gave him two and a half to start.

Q. How much do you give him now? A. Three dollars or three dollars and a half.

Q. If he was a smaller boy than that would you consider that two dollars a week would be too low? A. If he was very much smaller he wouldn't be of much use.

Q. Do you have any little girls working in your factory who come on to do odd work? A. Yes, sir; we have two or three.

Q. What do you give them usually to start on? A. We usually give them two to three dollars.

Q. The custom is to start in small help that way from two to three dollars, that is the custom, is it not? A. Yes, sir.

Q. That has been the custom for years? A. Yes, sir.

By Commissioner ROBERTSON:

Q. Suppose a hand, male or female, I don't know which it may be, is engaged on a particular part of the shoe and the work gives out on that, there is no more work of that kind to give her; if you had other work to give her, would you give her that other work or let her sit still? A. If she chose to do other work and there was a vacancy, we would give it to her.

Q. If she did not interfere with others? A. Yes, sir.

By Commissioner PURCELL:

Q. If she chose to sit still would you let her do that? A. It would not make any difference to us, provided she didn't interfere with others; as I said before, it is better to have all the people at work in the shop.

By Mr. FEAREY:

Q. If they would do other work when they were out of their own work, wouldn't it make their wages count up more at the end of the week? A. Yes, sir.

Q. Would it not interfere with the discipline of the shop if they refused to do other work when they were out of their own work? A. Yes, sir.

Q. Wouldn't they meddle with others? A. Yes, sir; it is very likely.

Q. Wouldn't they talk? Can a woman keep still if she has nothing to do?

Cross-examination:

Q. Are you acquainted with the prices paid by Mr. Fearey for his work? A. Only partially so.

Q. How do they compare with your prices for the same kind of work, or for the same run of work, that is, for the vamping or back-stitching? I don't mean for the same grade of shoes, but for the same work. A. It is pretty hard to say about this; we are making an entirely different grade of work from Mr. Fearey.

Q. But all shoes have to be vamped and back-stitched? A. Yes, sir; but there are different ways of doing it; there is a difference in the amount of work in doing it.

Q. Can you give us a general idea of it? A. I think, judging for the city of Albany, the prices are regulated for the city of Albany

very much by the Knights of Labor; of course, if I wasn't paying nearly as much as Mr. Fearey they would not work for me, and if he was paying much less they wouldn't work for him.

Q. You are not aware that you are paying less or more than Mr. Fearey is? A. For a better grade of work we are paying a little more than Mr. Fearey, I think; when we were making the same class of work, I think, probably we paid about the same wages.

Q. Do you know what per cent more? A. That we are paying now?

Q. Yes, sir. A. Perhaps five per cent.

Q. Isn't it clear to you that the prices paid by Mr. Fearey are the lowest paid in the city of Albany, or is it not? A. Well, not including the prisons.

Q. We are not discussing the prisons; I mean for work done in shops of the city of Albany? A. At the same time we have to compete with prisons.

Q. I mean now in comparison with the shops of the city? A. Well, as I said before, for the same grade of work and for the same amount of work done on each shoe, I think the prices are about equal in the different factories.

By Commissioner ROBERTSON :

Q. Where greater prices are paid it is because the work is better and on a better shoe? A. Yes, sir.

Q. But on the same grade of shoe you think the prices are about the same? A. I think they are about equalized.

By Mr. NOLAN :

Q. Have you a foreman in your factory? A. Yes, sir, I have.

Q. Does the work in your factory ever turn out unsatisfactory to you on account of it being damaged or not being properly executed? A. Yes, sir; that is likely to happen to anybody.

Q. In case you have work not properly executed who do you go to? A. We first go to the foreman and then to the men.

Q. Who do you hold responsible, the foreman or the men? A. We hold the men responsible for a certain part of the work; of course, there is no responsibility attached to the men.

Q. Who do you look to? A. We look to the person directly negligent in that part of the work.

Q. What do you use your foreman for? A. We use him to give out the work and look to the work in the factory.

Q. He has nothing to say about whether the work is properly executed or not? A. We go to the men through him.

Q. You go to him if the work is not properly executed? A. Yes, sir.

Q. And you consider that he should discover it if the work is not properly executed before you discover it? A. Yes, sir, he should; he does not always have a chance to discover it; the man who packs and ships the goods should discover that; in my factory I do that myself.

Q. If the work was not properly done, the edge setting was not properly done, or any part of the work, who do you go to to find fault? A. If I know who did the particular, as you say edge setting, if I knew that a certain person did it I would go to him.

By Commissioner ROBERTSON:

Q. Is the foreman expected to examine the work before it goes out?

A. No, sir; he is not.

By Mr. NOLAN:

Q. What do you pay for edge setting; do you know? A. Just now there are several prices; if you give me about the grade of work you want to know I will tell you.

Q. On the finest grade; what is that? A. The finest grade of women's goods, misses' or children's?

Q. Well, say misses'? A. I think—simply the edge setting alone or edge setting and heel burnishing?

Q. The edge setting on misses'? A. Between a cent and a cent and a quarter, my impression is.

Q. What do you pay for heel burnishing? A. The same as edge setting.

Q. Have you any contractors or jobbers in your employ? A. No, sir; we have not.

Q. No person who works for you gains anything off of the labor of another? A. No, sir.

By Commissioner ROBERTSON:

Q. What would be the price for that same work on one of the poorest grades—what would be the difference, heel burnishing and edge setting both? for the lowest grade what is it? A. It would vary perhaps a quarter of a cent a pair; perhaps, if the highest grade is paid a cent and a quarter, perhaps the lowest grade would be a cent, because they have to handle the shoe the same.

Q. Much of the work is the same? A. Yes, sir.

[Witness shown a paper.]

By Mr. NOLAN:

Q. I ask Mr. Woolverton to tell the Board whether that is in accordance with his prices? A. What do I understand this—women's, misses', or children's work?

Q. That is women's and misses', and this is youths' or children's. A. For edge setting just, for women's, sixteen and one-half cents for twelve pair lots; the inferior grade is fifteen cents and the misses' twelve; if that last item will be filled out by somebody I will give you the price on that; there are two grades of children's.

Q. Is there much variation in the two or three grades of child's? A. Not much.

Q. Make an average of the whole? A. For burnishing heels and edges?

Q. Yes, sir. A. Of course, in the spring heel we include the burnishing of it; it is all done by one man; in children's we do not make many heel goods; they are most all spring heels.

By Mr. DULIN:

Q. I understand you to say that your prices, the lowest we find here for heel burnishing is fifteen cents for twelve pairs. A. No, sir; it is not.

Q. What is the lowest on a women's kid shoe. A. I think fifteen cents is the lowest we pay on a women's kid shoe.

Q. On women's shoes what would you think of this price, thirty-six cents in seventy-two pair lots for burnishing heels? A. Are the edges blacked?

Q. No, sir; burnishing the heels. A. Does the party who burnishes the heels black them?

Q. No, sir; he simply burnishes them; I am informed that he does black his own heel. A. Sometimes they have a boy employed in large factories to black them.

Q. What is your opinion of this price, thirty-six cents for seventy-two pairs? A. Well, I should think it was low.

Q. Would you think that thirty-six cents for seventy-two pair was high? A. No, sir; I should not.

Q. Do you make any line of goods that is nearly like Mr. Fearey's? A. No, sir; I do not.

Q. Have you at any time in the past? A. Yes, sir.

Q. What line was it? A. Boys' and youths'.

Q. Did you ever meet Mr. Fearey in the market? A. Yes, sir; we always meet competitors from one end of the country to the other.

Q. What was your report on Mr. Fearey's goods? A. As to his cutting the price or underselling us?

Q. Yes. A. I don't know as I ever heard any complaint about Mr. Fearey's underselling us.

Q. Did Mr. Fearey get about the same price as you did? A. I think he did, yes, sir; that is, when we were making the same class of goods; we are not making the same class now.

Q. Do you do any hand-sewed work? A. No, sir; we do not.

Q. You are acquainted with the prices paid for lasting, in-seaming, rounding and stitching? A. Hand-sewed work?

Q. Yes, sir. A. No, sir, I am not.

Q. Have you a women's kid shoe that retails to the public at two dollars? A. Our third grade that we get one dollar and sixty-five cents for some retailers sell it as low as two dollars.

Q. In connection with that, what is your price for burnishing heels on that shoe? A. It would be the lowest price there.

Q. Fifteen cents for twelve pairs? A. Yes, sir.

Q. It would be ninety cents for seventy-two pair lots? A. Yes, sir.

Q. Mr. Woolverton, are there any button-holes made for your firm or worked? A. This season, while we were putting in new machines, or getting them in running order, Mr. Fearey worked some for us; or Mr. Fearey didn't do it, his manager, Mr. Frazier; we had the dealing with him.

Q. Who received the money for that? A. Mr. Frazier received it.

Q. Was there any reduction made lately on the making of those button-holes for you? A. By Mr. Frazier?

Q. Yes, sir. A. No, sir.

Redirect-examination:

Q. Would you consider your prices any criterion for our prices, knowing the difference in the grades that we make; would you consider that we should pay the same prices you do? A. No, sir, I should not.

Q. Are you aware that selling goods in the west the shoe that sells at one dollar and sixty-five cents cannot be sold to sell for two dollars? A. I know this, that they always want to beat you in price; the rule established among the retailers seems to be that they should get a shoe for one dollar and sixty cents to sell for two dollars; they invariably want us to cut the price, but we have to refuse, as our profit is five cents on that shoe.

Q. Is there not a great demand for a shoe for one dollar fifty cents to retail at two dollars; don't you find a great demand for that in the west? A. The retailers of the country would demand a shoe for a dollar to sell at two dollars if you would accede to it.

By Commissioner PURCELL:

Q. Did I understand you to say that you made a \$1.65 shoe that was the same as the \$1.65 shoe made by Mr. Fearey? A. No, sir; I do not know at the time what Mr. Fearey's \$1.65 shoe is.

By Mr. DULIN:

Q. Do you make many of those \$1.65 shoes? A. We would rather not make any of them.

Q. Do you make many of them? A. We make a good many of them.

Q. Don't you think that the prices paid in your factory should be the same as Mr. Fearey pays, on the same grade of goods? A. Yes, sir; on the same grade of work.

Q. Don't you think if you are making a \$1.65 shoe Mr. Fearey should pay the same price for making his \$1.65 shoe? A. Yes, sir.

Q. Do you make a cheaper shoe than the \$1.65? A. Not in women's kid; we occasionally, under some circumstances, sell the \$1.65 shoe for \$1.60, but that is the lowest price shoe that we make in a women's kid.

Q. Do you make a women's sheepskin shoe that is sometimes called kid? A. No, sir.

Q. Is there any women's shoe lower than \$1.65 that you make? A. No, sir; no women's button shoe.

Q. Have you seen a women's shoe sold for \$1.10? A. Yes, sir.

Q. What was it? A. I saw a very fair women's goat kid shoe that was sold for \$1.10.

Q. How was it sold, by a drummer? A. Yes, sir; the one I saw I think was a sample sent directly from a house to a retailer.

Q. A worked button shoe? A. Yes sir; a sheepskin shoe of that same grade I have seen on the market as low as eighty or ninety cents.

Q. Do you think it is possible for you to conduct a factory in Albany and pay the same prices as factories in country towns pay in Massachusetts, unless you had a prison contract? A. I don't know why there should be any variation in prices between the city and country towns.

Q. There was a gentleman stated this morning that manufacturers going from the cities of Massachusetts to country towns brought their help there and worked in the country help? A. That might do on a very cheap grade of shoes; hod carriers can't make shoes for me.

Q. Inexperienced hands can't make a good shoe, whether it is made in the country or in the city? A. No, sir; I will say this, that manufacturers might have an advantage in country towns in rent and insurance, but I don't know why they should get labor for any less than they do in the city.

Commissioner ROBERTSON.—The employe could get board and rent cheaper in the country, and that might be a reason why he would work for less.

By Mr. FEAREY:

Q. Because a shoe is made in the country, and yours is made in the city, put down the country shoe at a less price, which is the retailer going to buy? A. The retailer will undoubtedly buy the cheaper shoe, the best shoe for the money.

By Mr. NOLAN:

Q. Wouldn't that be in the judgment of the particular store keeper? A. Of course; we all sell to those particular store keepers.

Q. Is it the workmanship or the appearance of the shoe that sells it? A. It is the general appearance of the shoe that sells it.

Q. You can't sell a machine-sewed shoe for a hand-sewed shoe, can you? A. No, sir; you cannot.

Q. Do you consider retail dealers as good judges of shoes as manufacturers, with an experience in the business of a few years? A. They ought not to be, but we have to depend on them as being the judges of the goods, because they have to sell them; they very often reject shoes and accept poorer classes of work that look better.

Q. Do you make it a point to have the appearance of the shoe as good as possible, for the sake of sales, or for your welfare? A. We should desire a much better finished shoe here, in order to compete with other shoes in the market; while we may use better stock, we find it almost impossible to get a shoe as well finished as a cheaper shoe made in other places.

Q. Do you use more stock in your shoes than they do in the east? A. We use better stock.

Q. And get better prices for it? A. Yes, sir.

Q. Do you know the quality of grain stock that is used in the east? A. Yes, sir.

Q. About what does it cost? A. About eleven or twelve cents a foot.

Q. In your grain shoes, what is the cost of the stock? A. The difference in price is very little in the grain shoe; if they took the eleven cent stock, instead of the twelve, they would take a larger amount of stock to cut a shoe than they would out of the twelve, so that the difference in price would probably be about a cent in the cost of the shoe; that is on the upper stock; on the bottom stock it would make more difference.

Q. About how many feet would it take of your stock to make a pair of shoes? A. You say "my stock;" I don't make any grain shoe; the prisons in the east have figured the grain shoe so low that there is not a living in it for anybody making grain shoes.

GEORGE D. FEAREY, being recalled, testified as follows:

By Mr. NOLAN :

Q. Did you not, some time ago, propose to make grain shoes such as they make there? A. Yes, sir.

Q. Your intention was to compete with those? A. Yes, sir.

Q. That is, you wanted to make something to compete with those prison made shoes? A. The intention was to compete with eastern made shoes that are made to compete with prison made shoes.

Q. Your intention was to compete with prices that are on the basis of prices that are paid in the prisons? A. Yes, sir.

Q. Mr. Woolverton says there is not a living in those grain shoes; you agree to that, do you? A. No, sir; if that is fact, let the State Board of Arbitration say so, and I will get out.

Q. What is the cause of the difference in your opinion and Mr. Woolverton's? A. He has a right to his opinion and I have a right to mine; I have given the subject more study than he has.

Q. Give the reasons why you don't agree with him. A. Because I find that men in those country towns are making more dollars per week at the low price than they are in the cities where mechanics are paid by the piece; in those country shops, where Knights of Labor are employed, they are making more dollars per week.

Q. What do you consider a fair week's pay for a man, a shoemaker — for a cutter, we will say? A. That depends entirely on what work he is doing and how long he has been at it.

Q. That is, if he is a first-class man? A. There are not two men alike; I know of one cutter who can come into our factory and make twenty-four dollars a week.

Q. Did you know him to do it this year? A. No, sir.

Q. Last year? A. I knew him to come into our factory last year for a job, and he said he knew he could do it; he has done it.

Q. At what prices? A. At the old prices.

Q. Can you give about the amount that a fair cutter should earn? A. I can't give it accurately; I can give an estimate.

Q. Will you have that price to-morrow?

MONROE WOOLVERTON, being recalled, testified as follows:

By Mr. DULIN:

Q Can you give the average wages that all your employees would earn? A. It is pretty hard here to form any price; if you go into that, we have never been able yet to find a contractor to make a contract with us to make our shoes at a stated price; we make our shoes by the piece and sell them by the case; if a man worked ten hours a day for six days in a week, he would make a great deal more than if worked five hours a day for five days in a week; you could form no criterion from the average weekly earnings of a man in a shoe factory.

Q. Is there any worked spoiled by the help, as a general thing? A. Occasionally there is a pair of shoes damaged.

Q. What becomes of them? A. If we find the person who damaged them he takes the shoe at whatever the cost of the shoe is.

Q. Supposing it was this \$1.65 shoe that was damaged and you found the party who damaged them, how much would you charge the party damaging them? A. \$1.65.

Q. You would give them to him at the wholesale price? A. Yes, sir.

Q. How are the employees paid; are they paid for the work done up to the pay night? A. Yes, sir; they are; we have to figure the payroll; our week ends on Friday night and we pay Saturday nights, giving us a day to figure the pay.

Q. They are paid for all the work done up to Friday night? A. Yes, sir.

Q. Then they are not obliged to wait; take for instance, the bottoming, they are not obliged to wait until the shoe is finished? A. Yes, sir; they are; the cutters are paid for all the work that is cut up to Friday night; the girls are paid for all the work that is fitted up to Friday night; the bottomers are paid for all the work that is bottomed and finished on Friday night.

Q. Cutting is first? A. Yes, sir.

Q. The next is fitting? A. The next is fitting.

Q. Suppose, for instance, there was 100 uppers cut by the cutters up to Friday night and there was only twenty-five pair fitted on Friday night, would the cutter be paid for the 100 pair? A. Yes, sir.

Redirect-examination:

Q. In the bottoming room suppose the edge-setting was done but the shoe was not finished, would the men be paid for the edge-setting? A. No, sir.

Q. Suppose the shoe wasn't finished but the heel burnishing was done, would he be paid for the heel burnishing? A. No, sir.

Q. If the lasting was done but the shoe wasn't finished, would he be paid for the lasting? A. In our factory we made a division of that so that he would not have to wait for it.

Q. If the factory was larger wouldn't it take more than one day to make the pay-roll? A. Yes, sir, it would; it takes an expert in our small factory to make the pay-roll by five o'clock; if there was a much larger number it couldn't possibly be done by one person.

Q. How many do you employ? A. We employ about seventy-five.

Q. What do you pay for bottoming? A. It is divided up in edge-setting, burnishing and finishing; all those have to be made up in one item to make the bottoming, and in that there are different prices for women's, misses and children's.

Q. Supposing you had a contract with a man to do the bottoming and the shoes were not done to your satisfaction, to whom would you look for that defect? A. If there was a contract to do the work I should look to the contractor.

Q. Do you know of any one who has a contract to do the whole work on a shoe? A. No, sir; unless you do.

Q. Do you think that, under those circumstances, you would find fault with the contractor or look to the help under him? A. If I had a contract with a man to do that work I should not look to the help.

By Mr. FEAREY:

Q. Could a contractor do the work to bottom a hundred pairs of shoes for that price? A. No, sir.

Q. How much would it be worth? A. It costs, on an average, twenty-five cents a pair to bottom a women's shoe, a first-class shoe.

Q. If you were making eight hundred pairs a day and had a contract with a man to take charge of the bottoming and he got eighty cents a hundred, and out of that he paid five others, would you consider that you could get good work for that price? A. No, sir.

Mr. FEAREY. — Mr. Makeham is the foreman of the bottoming department; in the place of paying him by the week we pay him eighty cents a hundred for all that comes through, and then he employs a boy that sweeps out the room — two boys, I think, or three little boys to sweep out the room and do little odd jobs, and one man and another young man, and those he has to pay out of the eighty cents; these small boys, who can't be paid by the piece, he pays out of what he receives.

Mr. WOOLVERTON.—When manufacturers do this they give their foreman a share of the profits that they make instead of paying him a salary.

By Commissioner PURCELL:

Q. I ask for your judgment whether a man employed as a foreman in that way, and receiving so much per pair, would be as likely to be critical in examining the work coming through his hands as if he were on a salary? A. I don't know what difference it could make to the man.

Mr. FEAREY.—If there is a pair shoes spoiled it is charged to the foreman and he charges it to the help.

By Commissioner PURCELL:

Q. I am not speaking of the damage, but as to the general finish and get-up of the shoe. A. It would be to his advantage to get as many pair as possible through the factory; in that way it might affect the finish and appearance of the shoe.

By Mr. FEAREY:

Q. If he allowed the work to run wouldn't it decrease the future orders? A. Yes, sir.

Q. Wouldn't it be to his advantage to have good work to increase the orders? A. That might follow that it is to the interest of every one in the factory to have good work.

Q. It is to his interest to have good work, is it not? A. Yes, sir.

By Mr. NOLAN:

Q. You have never done any work in that way? A. No, sir; except to give our foreman an interest in the business; his salary would depend on the profits of the business, which would be similar to this.

By Mr. FEAREY:

Q. Do you know anything about the reputation of the Fearey Manufacturing Company's shoes when you were on the road? A. I am afraid that you are asking me a very delicate question; I have heard the remarks that the Fearey Shoe Manufacturing Company was very careless and their men were very careless; that they allowed very rough work to go out.

Q. Have you heard that the work was better of late than it was in the years gone by? A. I think I have; a year ago the customers said that it had been improved in a measure.

Q. Was a better selling shoe, or how was it? A. The general improvement in the work would make it a better selling shoe.

By Mr. NOLAN:

Q. You supervise the work in your shop? A. Yes, sir; I have a foreman to assist me.

Q. Have you made any money? A. No, sir; there has not been much money in the business; last year I only made a fair salary; before that I lost \$2,000 or \$3,000 for some years.

Q. There has not been any reduction in the wages paid your employes? A. No, sir.

By Mr. FEAREY:

Q. You explained how you made a change to work that is not done in prisons; is not grain work made in prisons? A. Yes, sir, it is.

Q. If you changed off on to grain work you would certainly have to compete with the prisons, wouldn't you? A. Yes, sir.

Q. What did you change to? A. We changed to a specialty made in Gloversville; we take the production of this tannery; the larger proportion of shoes made is of the cheaper grades; we can't all make good shoes; there wouldn't be a market for them; in a small factory like mine I can make better shoes; three grades are all we make; if I was to run a larger factory I should have to make all grades.

Q. Has there been a large increase of shoe manufacturing during the last fifteen years? A. That is going back quite a ways.

Q. Take it ten? A. I think the largest increase, perhaps, would be in our State, counting prisons; ten years ago there was less than one-eighth made in prisons; last year, I understand, according to statistics, one-fifth of the shoes were made in the prisons.

Q. You understand that the number made in prisons has increased; has the number of outside shoe manufactories increased in the last ten years? A. I think not; not outside of the prisons.

Q. Do you know the percentage of shoes made in Massachusetts in proportion to the rest of the United States? A. I am not accurate on that; more shoes are made in Massachusetts than in any other State, and there are statistics that show the proportion that is made there over all the other States.

Q. Which would you rather work against, the piece-price system, the State-account plan or the contract system in the prisons? A. They say the choice of two evils choose the least; I should choose the contract system; the manufacturer will make a little profit, while the State will sell shoes for less than they cost.

By Mr. NOLAN:

Q. Do you know that labor organizations are doing anything in the way of trying to abolish the manufacturing of shoes in prisons?

A. Yes, sir; for the last two or three years they have helped us very much.

Q. More so than the manufacturers? A. No, sir; the manufacturers took it up first; we have had an association for some years, and for the last few years the labor organizations have helped us.

Q. You think the labor organizations have done all in their power; they have never neglected a point that they could make? A. Yes, they have; I think that the mass of the laboring element have done all they could to stop the manufacturing of these goods in prisons, but they have had certain representatives in the Legislature who have sold out their interests.

Q. Do you know some of the New York State representatives who have done that, who have sold out the interests of the laboring class?

A. It might be pretty hard to prove it; I have know members of the Legislature to be absent when an important vote was taken on the prison bill, and they were representing the laboring men.

By Mr. FEAREY:

Q. Is it not true that the prison trouble is increased, rather than decreased, by the boycotting of prison goods; that is, that the prison work has been thrown on the market, and temporarily that injures the manufacturer? A. I don't know that the prison made goods have been boycotted; the members of the labor organizations simply said they wouldn't buy the razor that cut their own throats.

By Mr. NOLAN:

Q. Members of labor organizations do not buy prison made goods; you understand that the labor organizations forbid their members to buy prison made goods? A. Yes, sir.

Q. And is not that a benefit to the manufacturer? A. Yes, sir; I think so.

By Mr. FEAREY:

Q. While in the end it will benefit the manufacturer, does it not temporarily injure the manufacturers by throwing the prison made goods on the market at a lower price? A. The contractor for prison made goods, if he can't get sale for his goods at the price, if he offers them at five cents a pair less, the people will buy them; two or three hundred pair is, perhaps, as much as any manufacturer in Albany is turning out of fine goods, and they are doing it in buildings within the prison walls, and the Knights of Labor are doing the work; I will say right here, it is not the fault of the Knights of Labor, but it is

the fault of the officials of this county and of the voters that those men are allowed to do that work in those buildings without paying any rent.

By Mr. NOLAN:

Q. Mr. Woolverton, would you think the way to get over that would be to reduce your help from fifteen to forty-five per cent on their present wages?

Mr. NOLAN.—There is a manufacturer in this city by whom the labor organizations are guided in their actions against prison labor.

Mr. FEAREY.—I will state right here, the beginning of all this trouble was the work in the prisons; the manufacturers would not move from the cities to the country places, if it was not necessary to compete with the prisons. In Brooklyn, there are little German factories that furnish goods to the jobbers. Here I am trying to get a price to compete with the prices fixed by these men who fixed a price to compete with the prisons.

Adjourned to March 22, 1887, at ten o'clock A. M., at which time

WILLIAM FRAZIER, being recalled on behalf of the Fearey Manufacturing Company, testified as follows:

Q. We ask that when the shop are out of work, that they do other work willingly that is given to them by their respective foremen; have you found help not willing to do work not in their line if you gave it to them? A. That question, as I understand it, is not just in the right shape; that is when they are out of work?

Q. Yes, sir. A. Well I can't say anybody has refused when they have been out of work.

Q. For instance, if the work was blocked any way—what this means to cover is, if the work was blocked on account of some hands being away, and they were asked to do other work that they don't do it willingly. A. Some of them have not.

By Commissioner ROBERTSON:

Q. Did you ever have them refuse? A. Yes, sir.

Q. And in that case, would it stop the work? A. Well it would necessitate a delay of the work in another part of the factory.

Cross-examination:

Q. The employes who refused to do their work, what are their names? A. Well, there is Miss Coach—and yet I don't want to name any person only those I am positive of; of course, this thing is a long time back; it kind of skips my memory who they are; of course, there

has been several times when such work was given them, and they sat and pouted "Well, I don't want to do this."

Q. I want their names? A. I can't give the names; it is a long time ago.

Q. Did you ever say anything to them about it? A. Why, I have said, "Go to your place and go to your work and not stand around talking."

Q. Do you know the names of the parties to whom you said that? A. I suppose it would cover nearly all the hands in the room; they all have done it more or less.

JAMES BROWN, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

By Mr. NOLAN:

Q. In what capacity do you work for the Fearey Manufacturing Company? A. I am foreman of the sole leather department.

Q. In what way do you work, as a contractor or salary? A. Contract.

Q. Do you receive any salary outside of the contract? A. No, sir.

Q. How many employes have you under you? A. I have about eighteen to work for me.

Q. What kind, male or female? A. All male.

Q. Men or boys? A. Men and boys.

Q. Both? A. Yes, sir.

Q. Have you any small boys? A. Yes, sir.

Q. How small or young? A. I think the youngest I have got will be about fifteen or sixteen.

Q. What is the average pay that the boys receive? A. Well, they receive from two up to six dollars a week.

Q. The men, what do they get? A. The men receive from six to twelve or thirteen; I have got some men that earn more than that; I have got one man there that earns from fifteen to eighteen or nineteen, and other ones that I pay by the day.

Q. Do they receive that much? A. Yes, sir.

Q. Do you receive a profit off every individual in your room? A. No, sir; not every individual.

Q. Off none? A. I receive a profit off the work.

Q. Off the work performed by these eighteen people, about that number? A. Yes, sir.

Q. About what are your earnings? A. Do you mean my average wages?

Q. Yes. A. My average wages for the last year would amount to about thirteen dollars a week.

Q. Do you have much waste in your department? A. Not any that I know of, only what waste there would be in a department of that kind.

Q. To your knowledge, have you had from time to time a lot of spoiled heels? A. That we will have in all factories, some spoiled work; yes, sir, I have had some spoiled heels.

Q. Have you ever told the men to take them into a small room adjoining yours and take them and burn them up, so that Mr. Fearey would not see them? A. No, sir; I told them to burn them, but not so that Mr. Fearey would not see them; I told them to destroy them; if Mr. Fearey saw them he would find a great deal of fault about them.

Q. How were they spoiled? A. In learning green help sometimes.

Q. What was your object in not letting Mr. Fearey know it? A. I didn't care if Mr. Fearey knew it; there is always some stock destroyed; sometimes they would go down stairs and after going on the heeling machine be destroyed there; sometimes some of the boys would spoil them in the pressing and pricking.

Q. Who suffered the loss of the heels? A. Of course, the firm lose anything of that kind.

Q. They lose the labor and the material? A. I always paid for the labor.

Q. You were the loser of that? A. I was the loser.

Q. And Mr. Fearey was the loser of the stock? A. What stock was spoiled Mr. Fearey had to be loser of that; I lost the labor.

Q. You tell the State Board that you don't receive any salary? A. No, sir; I don't receive any salary outside my contract.

Q. And your earnings would average about thirteen dollars a week? A. For the last year it averaged about that.

Q. What did you earn the year previous to that? A. The year previous I averaged seven and a half a week.

Q. Last year how much time did you lose? A. I worked pretty full time from the first of October; the time ain't up until the first of October.

Q. About how much time have you lost — days or months? A. We worked every day last year; I could not tell how much we worked full time.

Q. When you did not work full time you worked on three-quarters time? A. Yes, sir.

Q. How much of the time did you run three-quarters time? A. Three

of four months may be; it may have been more than that; I can't tell exactly how long we worked full time.

Q. Do you receive the money for your work in bulk from the office?
A. Yes, sir.

Mr. FEAREY.— We acknowledge that.

Q. How is your work paid for, every week or every two weeks?
A. Every two weeks.

Q. Do the men and boys receive the full earnings up to the night of pay day or the night previous?
A. Up to the night previous.

Q. Do they always receive their pay up to the night previous?
A. They do if I have money enough to pay them.

Q. Does that occur often?
A. It has happened two or three times that I did not make money enough to pay the help; as soon as I made money enough I paid the help.

Q. Do I understand you that you make up the pay for each person in an envelope, and mark it for each person?
A. Yes, sir.

By Mr. FEAREY:

Q. How much work is destroyed a day?
A. I suppose there is not a day but there is seven or eight pairs destroyed.

Q. How much do the heels cost a pair?
A. About four cents.

Q. That will make twenty-eight cents a day they spoil?
A. Yes, sir.

Q. Are you sure that is the largest amount a day that is spoiled; make out the largest days; don't be afraid?
A. Well, say ten pairs a day.

EDWARD J. NOLAN, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. You are the chairman of the local arbitration committee of district 147 of the Knights of Labor?
A. Yes, sir.

Q. In that capacity you have treated with the Fearey Manufacturing Company, through myself, in regard to the members in our factory?
A. Yes, sir.

Q. Your committee sent a messenger, did it not, to the east to find the prices of the work in different factories?
A. Yes, sir.

Q. Please state who the messengers were?
A. I can't remember the name just now; we have it on record in a document but I couldn't tell the name; I will give it later.

Q. Do you mean to say that you don't know the name?
A. I don't know the given name but I know the surname, and I am not positive of that.

Q. Give the surname? A. Lemiley.

Q. Lumley? A. That is the reason I did not wish to give it; I am not positive as to that.

Q. Is he the master workman of one of your assemblies? A. Yes, sir.

Q. Did Mr. Lemiley go alone? A. I believe he did; he started alone.

Q. If others were with him, did they go as a committee? A. I do not know that others were with him.

Q. Do you know what places he went? A. I couldn't say; Mr. Dulin has got the documents and I could not get them out of the court.

Q. You can produce them? A. Oh, yes, sir; Mr. Dulin kept the record; he is acting secretary and keeps the documents together.

AUSTIN FRANCE, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. You are a shoe manufacturer, Mr. France? A. Yes.

Q. As a shoe manufacturer, have you ever used heeling machines? A. No, sir.

Q. Do it by hand entirely? A. Yes, sir.

Q. What line of goods do you make? A. Men's, boys' and youths' goods.

Q. Fine or coarse goods? A. Well, calculated to be fine goods; mainly hand-sewed.

Q. Do you know something of the quality of the goods made by the Fearey Manufacturing Company? A. Well, I have seen them.

Q. Considering the quality, should you think we should pay the same price for making them as you do? A. No, sir; I should not think so.

Cross-examination:

Q. Is there much difference on lasting, inseaming, rounding and stitching, between your class of work and Mr. Fearey's? Well, I suppose there is.

Q. I understand all your hand-sewed work you pay ninety cents a pair and furnish the thread and nails? A. Yes, sir.

Q. On hand-sewed work what would be your opinion of the work that could be done for seventy-five cents a pair and make the help furnish their own thread and nails, and then make a twenty per cent reduction on that; what work would you expect to get for that? A. Well, I would not expect to get as good an article as I was paying ninety for.

Q. Would it be near as good? A. Well, it ought to be fair for that.

Q. The nails and findings, I understand, are worth about five cents? A. Yes, sir.

Q. That would leave seventy cents without the reduction? A. Yes, sir.

Q. That would be about fifty-five cents for the work; do you think that would be anything for fair work on lasting, inseaming, rounding and stitching? A. Well, that is more than I would want to pay for a good deal of it that I saw.

Q. Mr. Fearey's work? A. Yes, sir.

Q. Hand-sewed work? A. Yes, sir.

Q. How many pair can a man last in a day of your work? A. I do not know.

Q. Do your men work in teams on this hand-sewed work? A. Yes, sir.

Q. About how many in a team? A. That I don't know; thirteen or fourteen of them, I think, work together on hand-sewed work.

Q. Do you know what your help will average per week in your hand-sewed team? A. I couldn't tell exactly; I should think from ten to sixteen dollars.

Q. Do you make any women's work? A. No, sir.

Q. Is any part of your factory contracted? A. No, sir.

Q. Then your goods don't, as I understand it, compare at all with Mr. Fearey's—any line? A. No, sir.

By Mr. FEAREY:

Q. Do you know anything about the amount of sales of the Bay State Shoe and Leather Company in the State of New York? A. Not positively, only from hearsay.

By Mr. NOLAN:

Q. Are you a jobber, outside of a manufacturer? A. No, sir.

Q. Have you any contractors in your place? A. No, sir.

Mr. Fearey here presented and read the printed rules of the factory.

Mr. NOLAN.—Mr. Fearey, do you wish it understood by this agreement that a person who has finished his work at eleven o'clock in the forenoon should remain there until six doing nothing?

Mr. FEAREY.—No, sir; I am willing to change that; I think it is covered; if the foreman gave him consent he could go home.

Mr. Fearey answered the following questions:

By Mr. NOLAN:

Q. One of the rules is that none of the hands can go into their rooms until the arrival of the foreman; would they wait for him on the street? A. No; they wait down stairs in the packing room; that is one of the rules we can't enforce strictly in all cases; we enforce it as near as we can, so as to hold him responsible.

Q. They will not have to stand out in the weather? A. No, sir.

Q. If they get done at nine o'clock in the morning and the foreman wants them to remain until half past eleven, must they do so? A. We don't want them standing idle.

Q. Could they go home? A. They could if they got the foreman's consent, but if the foreman wanted them to they would have to remain there.

Mr. FEAREY.—“First, hands must not quit work until five minutes before the whistle blows, without permission of the foreman;” next, “Hands must stay in their own room and place unless given consent by the foreman, except when without work, when they may leave, having first notified the foreman.”

Commissioner PURCELL.—Mr. Feary asks that these rules be lived up to; if there is any rule that you object to you should make your objection as we go through with them.

Mr. NOLAN.—With piece workers don't they generally rush their work?

Mr. FEAREY.—There are two sides to this piece work. Originally our shop, and most all the shops, all the workers were day workers, and paid by the day, and the reason of objection to piece-work was given by many that people would not do as good work on the piece-work as they would on day-work. It was tried, and we found that if it was watched we got just as good work from the piece-workers as from the day-workers; and it spread from one part of the factory to another, until it became a rule in factories to have all work done by piece-work that could be done by piece-work. I do not consider that there has been any deterioration in the work on account of the piece-work. The contract system that we have is in reality a piece-work system. I do not consider that it has deteriorated the quality of the work. I can say quite positively that since we put our foremen on contract work our work has not deteriorated in quality on that account. In the cutting department we were told that there would be great waste on account of the piece-work, because they would cut quick. We find that the closest cutters we have are the quickest cutters;

the slow cutter will cut higher every time. I know what I am talking about on that point, because I figure everything that goes through our factory, and I can take the men. I know that the piece-work system has worked successfully. I have gone to work and put my traveling men on sort of a piece-work system, so that they will have something to work for. I find that the argument in favor of the piece-work system applies to every man; and I want to say right here that it was said about the quality of our work, it was claimed that we should pay the same prices as others, because it was the same quality of work. It has been shown that our work was not as good as other shoes made in Albany, and therefore we claim that we should not pay as much for the work, because the quality is not as good. If we can put enough more in the style and pattern of the shoe and the quality of the material of the shoe and in the advertising to make that up, we should not suffer on account of it. The fault during the last year has been largely with the shop discipline. The trouble has not been with the officers of the Knights of Labor; when I have met them and talked with them they agreed with me, but the men, because they are members of an order, seem to think they can do as they please and disregard the rules and discipline of the shop; they seem to think that it gives them that license. If the shop rules can be lived up to and the men can get this idea out of their minds that they can do as they please, the whole trouble will be overcome.

"Damaged shoes will be charged to the last person handling the same, unless shown to the foreman."

This rule was consented to.

"No person except employes allowed in factory." Consented to.

"Hands cannot see friends during working hours except in the office." Consented to.

"Smoking, liquor drinking and immoral talk will necessitate discharge." Consented to.

"Hands must keep their benches, etc., clean, and abstain from mutilating walls, tools or tables." Consented to.

"No case or pair of shoes will be made or repaired without ticket from office." Consented to.

"Each hand must count case when it passes through his hands, and will be held accountable for every piece or part that is short, unless shortage is reported to foreman." Consented to.

"No work paid for until worker's part of case is finished and case is full."

"Piece workers must be in their places same as day hands."

"Working hours from 7 to 11:50; 1 to 6 o'clock; that means nine

hours and fifty minutes' work; day hands working less time will be paid accordingly."

"Foremen must be on hand twenty minutes before whistle blows; no hands will be allowed in any department of factory until the foreman of that part is present." Consented to.

"Hands absent without permission or reasonable excuse may expect to have their places filled." Consented to.

ALBERT E. LEMILEY, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows :

Q. What is your occupation? A. I am a shoe laster.

Q. In what shop do you work? A. I am working at present for Shoemaker & Pabst, on Hamilton street.

Q. You are aware that the arbitration committee of District 147 of the Knights of Labor have been in consultation with me in reference to the differences in our shop? A. I am.

Q. Were you sent as a messenger to eastern factories to inquire into the prices paid in the eastern factories? A. I was.

Q. Were you the sole member of that committee that was sent? A. I believe that there was another member sent in another direction; I was the only one that went in the direction that I was.

Q. What is the name of that person? A. His name is William J. McMahon.

Q. Will you please state, for the information of the Board, what towns you visited? A. I visited Keene, N. H., Pittsfield, N. H., Richmond, Me., Gardiner, Me., and Mechanics Falls, Me.

Q. You obtained information about prices paid at Keene, N. H.? Will you please state to the Board from whom you obtained them? A. In Keene I obtained them, with a gentleman accompanying me through the shop, of the help in the shop.

Q. In whose shop? A. I think the man's name is Shaw; that is the only factory there.

Q. At Pittsfield, N. H., you obtained prices from whom? A. I did not obtain the prices there; I was instructed, when I left, to get prices from factories that were working directly under the Knights of Labor price-list, and if they were not, to not bother with them.

Q. How many factories are there in Pittsfield? A. There are two, I believe.

Q. Do they employ Knights of Labor? A. They are partly there and partly not; they are partly non-union men who came from the east; in no factory that I visited were they working under strictly K. of L. prices.

Q. What do you call a K. of L. price-list? A. Where they are working under a price-list as formulated by the order, and accepted by the bosses.

Q. You did not find any shops of that kind in your travels? A. I did not; the shop that came the closest to it was in Gardiner, Maine; I was unable to obtain the price-list in that shop, because they would not give it to me.

Q. In Richmond, of whom did you obtain the prices? A. I obtained the prices there from one of the firm, Mr. Dorr, of the firm of Morgan & Dorr.

Q. Do you know where Messrs. Morgan & Dorr used to do business? A. I do not.

Q. You state that at Keene, N. H., you obtained the prices from the help in the shop, but the shop was not a K. of L. shop? A. It was not strictly a K. of L. shop; there were members of the order working there.

Q. Was it so in Pittsfield? A. Yes, sir.

Q. But you took the prices in some places and not in others? A. Well I was there and had the time on my hands and took the prices for information for myself.

Q. You do not know who ran the factory at Richmond? A. As near as I can get at it, Mr. Morgan and Dorr run the factory there too; they stated to me that the prices were a little in advance of the prices paid in Keene.

Q. Did you get any prices at Pittsfield, N. H.? A. I did not.

Q. Who gave you the prices at Gardiner? A. I did not.

Q. Didn't you get any prices at the factory in Gardiner? A. I was only in the factory about twenty minutes when I was put out; if I had remained in the factory twenty minutes more I would have had the prices; I learned outside that they were principally Knights of Labor there, and I think it was the nearest to a Knights of Labor shop.

Q. Could you not have gotten prices from the members of the order or from the order? A. I could not; I would have to have seen each person individually and I had not the time to do it; I had eight places to go to and I only went to five, and had to travel night and day to do it.

Q. What other places were you to visit besides these five? A. Skowhegan, Maine; Norway, Maine, and Concord, New Hampshire.

Q. From whom did you get prices at Mechanic's Falls, Maine? A. I didn't get any.

Q. State the reason? A. My reason, as I stated before, I was instructed to get none but strictly K. of L. prices; they were not K. of L. prices, and I came on home.

Q. Were there any members of the K. of L. in the factory there?

A. There were a few.

Q. Were they not working at the price paid there? A. They were working at the prices.

Q. Why did you not get the prices there the same as at Keene, N. H.? A. I had a little more time there, and I took the prices for my own information.

Q. I understood you to say that there were Knights of Labor employed in those factories? A. I understood so.

By Mr. DULIN:

Q. Do you know? A. I don't know; I was simply told so.

By Mr. FEAREY:

Q. Were you informed that there were Knights of Labor working in all those factories? A. I was.

Q. Were you informed that there were Knights of Labor working in the factory at Skowhegan, Maine? A. I was not at Skowhegan.

Q. You might have been informed by persons working in other places? A. I was not.

Q. Were you informed that there were Knights of Labor working in the factory at Norway, Maine? A. I was not.

Q. Were you informed that there were Knights of Labor working in the factory at Concord, New Hampshire? No, sir.

Q. You are a shoemaker? A. I work at a branch of the trade.

Q. Do you consider yourself a judge of a shoe all through? A. I do.

Q. You have a knowledge of the different branches to a greater or less extent? A. I have.

Q. Will you state to us the price they pay for closing women's button shoes in Richmond, Maine? A. I haven't got the price list; I don't remember what they were paying there.

Q. Was that one of the places where you got the prices? A. Yes, sir.

Q. Where is the list? A. I gave it to the proper authorities when I came back here that sent me out.

Q. Can't you tell me, from your knowledge of the trade, what the prices were? A. I cannot remember; I am not much acquainted with that branch of the trade; the prices were given to me in Richmond, Maine; Mr. Dorr took the Keene price-list and marked on that what he paid; when I came back I gave them to the proper authorities, and I have not seen them since.

By Commissioner PURCELL:

Q. All you know is you went down east to visit eight places? A. Yes, sir.

Q. And you visited five; from how many places did you get price-lists? A. I got them from two.

By Mr. FEAREY:

Q. To whom did you deliver them? A. I delivered them to the arbitration board.

Cross-examination:

[Witness shown a paper.]

Q. Mr. Lemiley, did you ever see that document before? A. Yes, sir; I believe that is the document that was shown to me by the shop committee.

Q. Do you understand, Mr. Lemiley, that it was in regard to this document that you were sent to the east (It was here explained that the document referred to was a document which was served on the shop committee by Mr. Fearey); do you know, Mr. Lemiley, whether it was on this that you were sent to get price-lists prepared by the Knights of Labor? A. I was told that it was when I was sent.

Q. Were you told that Mr. Fearey furnished those places specified that you were to visit? A. Yes, sir.

Q. You stated that the reason of your failure to connect at some of those places was the hurry that you were in; what was that hurry? A. I had to get back to my work was one reason; we were short of help in the factory; and I wished also to get the prices that I obtained before the arbitration committee to present to Mr. Fearey; I understood that they were to meet on Saturday; I did my utmost to get back here on Friday night, and give them what I did get.

Q. You understood that the reduction was postponed two weeks? A. Yes, sir.

Q. And you understood that the reason the arbitration committee hurried you up was so as to get back before this reduction went into effect? A. It was.

Q. Are you aware of the kind of work manufactured by Mr. Fearey and made in his shop? [Objected to. Question waived.]

Q. Have you ever seen any of Mr. Fearey's work? A. Not lately, I have not; not within three years.

Q. Were you ever acquainted with it? A. I worked there at one time in the neighborhood of eight or nine years ago, as near as I can recollect.

Q. Were you acquainted with the work three years ago? A. I was not.

Q. Did you see any of the work three years ago? A. Well, I could not swear positively that I did; I seen shoes that came from all the factories, but I would not swear positively that they came from Fearey's factory.

Q. You are a laster, I believe? A. I am.

Q. Do you last any women's kid button shoes in your factory? A. We do.

Q. What do you get for a woman's kid? A. For opera toe plain we get four and three-quarter cents, fifty-seven cents a dozen.

Q. Do you know this shoe of Shoemaker & Pabst that is sold to the trade for \$1.65? A. I don't know what they get, but I suppose they get something like that; I understand that that is what they sell them for, but I don't know it to be a fact.

Q. You get four and three-quarter cents a pair? A. Yes, sir; that is for the plain opera toe.

Q. Two dollars and sixty-five cents for sixty pairs? A. We get them in dozens, and when we get a sixty pair lot it is broken up amongst the lasters.

Q. Do you know what they get a pair for sewing in Shoemaker & Pabst's? A. The man who sews the shoes works by the week.

Q. Do you know what he gets a week? A. I do not.

By Commissioner PURCELL:

Q. What is that, running the McKay machine, sewing on the bottoms? A. Yes, sir.

By Mr. DULIN:

Q. Do you know what is paid in Fearey's for lasting a woman's kid button? A. I do not.

Q. Do you know anything at all in reference to the difference between Mr. Fearey and his employes at present, anything that bears on the case at all? A. No, I do not; only that there is trouble there in regard to reduction.

By Mr. FEAREY:

Q. Did Mr. Fearey ever send for you to come to his factory? A. He did.

By Mr. DULIN:

Q. When was that? A. He sent for me and Mr. Mullane on the thirty-first of January, the Monday after serving this document on the shop committee.

Q. A notice of the reduction? A. A notice of the reduction.

Q. Did you have a conversation with Mr. Fearey then? A. A very slight one.

Q. Will you tell us what was said? A. The talking was done by Mr. Fearey.

Q. Tell us what Mr. Fearey said. A. He spoke about the shoes being cheaper, and they were forced to reduce the help in order to compete with outside manufacturers.

Q. Did you see the class of work that was made in Keene? A. I did.

Q. What kind of goods is it? A. It is what I should call slop work; I never saw anything to equal it in any other place I was in.

Q. You never saw anything as good as it? A. I never saw anything as poor as it in Albany or any factory I was ever in.

Q. What do you mean by slop work? A. I never saw anything to equal it for workmanship and for material used.

Q. Did you see the class of work done in Pittsfield? A. I did in the room that I was in.

Q. What kind of stock was used? A. That was a fair class of stock.

Q. How was it in Richmond? A. That was run by the same parties as the factory in Pittsfield, and it was about the same kind of work.

Q. Did you see the work finished? A. I did not.

Q. Did you see the work finished in Mechanic's Falls? A. I did not.

Q. What kind of goods were they making in Keene? A. It was women's and misses' only.

Q. Was it kid or goat? A. It was hard telling what it was; it was kind of a mixture of both.

Q. Did you go through the whole factory? A. I did; I went from the top to the bottom of it; it was the only factory that I visited that I had that privilege.

Q. To your knowledge, is there any factory in Albany manufacturing as poor goods as are made in Keene? A. There is not.

Q. Have you seen any manufactured in the State of New York that is as poor as that made in Keene? A. No, I have not.

Redirect-examination:

Q. Have you seen the paper handed to you by Mr. Dulin? A. I have.

Q. Do you remember the close, near the end of that paper, in relation to reduction in price list? A. I think I do.

Q. When did you first see that price list? A. I saw it on Saturday afternoon about five o'clock, January twenty-ninth, the same day it was served on the shop committee.

Q. Are you aware that that paper or agreement was signed by an arbitration committee of the Knights of Labor? A. I am not.

Q. You have never been informed that it was so signed? A. I have not; it was signed by nobody but yourself when I had it in my possession.

Q. You say you visited the factory at Pittsfield and that the stock was good fair stock there; do you think it was as good as the stock used in Albany in a shoe? A. Pretty good stock, about a medium grade shoe they were making there; it was about the same grade as they make where I work myself.

Q. That was the factory of Morgan & Dorr? A. Morgan & Dorr.

Q. The factory in Richmond was the same, you say? A. No, the grade there, they informed me, was a little lower; they send their best work to Pittsfield.

Q. But they stated, if I remember your testimony, that the prices were about the same in Pittsfield and in Richmond? A. The prices were a trifle higher in Pittsfield,—a little better grade of work,—so I was informed.

Q. How long were you in the factory at Richmond? A. About half an hour.

Q. How long were you in the factory at Keene? A. I was in there about an hour and a half.

Q. You do not know whether the shops at Skowhegan, Norway, Me., and Keene, N. H., are Knights of Labor shops or not, do you? A. I do not.

By Mr. DULIN:

Q. Do you know when this was given to the shop committee? A. I was told by the shop committee that it was given to them on January 29, 1887.

Q. Do you know when it was given to them? A. I cannot swear when it was given to them.

Q. Did you find in Keene, Mr. Lemiley, any ladies' kid button shoes made of about the same style as is made in Shoemaker & Pabst's? A. I did not.

Q. Is there any work made in Shoemaker & Pabst's of as inferior a grade as that made in Keene? A. There is not.

Q. Are you aware, Mr. Lemiley, at the time that this reduction, or notice of reduction, was served on the employes by the Fearey Manufacturing Company, that they had had a price-list prepared to submit to Mr. Fearey? A. I never heard of such a thing.

By Mr. NOLAN:

Q. Was it the intention of the assembly to get the prices so as to make a settlement with Mr. Fearey satisfactory to both him and the employes; was that the intention when you were sent away? A. That was the intention, if it could be brought about.

Q. If there was a meeting of the people working at the shoe craft at the time you visited these places you could then get the prices better than you could by going into the shops? A. Certainly.

Q. Do you call Fearey's a K. of L. shop? A. Yes; I should call it so.

Recess till 2:30 o'clock P. M.; at which time testimony was offered on behalf of the employes.

MATIE MAHON, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Are you employed at Fearey's — have been? A. I have been.

Q. Where do you work? A. I am now at Smith, Pratt & Herrick's.

Q. At what branch do you work? A. Forelady of the fitting department.

Q. How long have you worked there? A. Two years last August.

Q. Are you acquainted with the prices paid there? A. Pretty well. I am; we have got our prices on our checks; I know them pretty well.

Q. Can you tell the Board the prices paid in your department?

A. Yes, sir; I can give them the prices, whatever they want; I can give our prices, as far as I know them; I think I know about all of them.

Q. Just tell the Board what the prices are in your department for the work? A. For vamping we give \$1.00 and \$1.20 a case.

Q. How many in a case? A. Sixty pairs; \$1.00 for one grade and \$1.20 for a finer grade.

Q. What is the \$1.20? A. The finest grade we make.

Q. Of misses'? A. Of women's.

Q. Kid button? A. Yes, sir.

Q. And what else? A. One dollar for the cheaper grade.

Q. What is it, kid? A. No; grain and —

Q. And cheap kid? A. Yes, sir.

Q. A button shoe? A. Yes.

Q. How do they compare with Fearey's work; the quality of the work and material? A. The work that I am doing there now is a good deal the same as I worked on when I was at Fearey's, but their work has run down, I understand.

Q. Their work is not as good? A. They tell me so; I don't know.

Q. Do you know anything about the prices paid at Fearey's now?
A. No, sir.

Q. What are the prices for fitting? Is that called fitting after vamping? A. No; the vamping is one part; the fitting is turning out the shoe; we pay fifty-seven cents for sixty pair lots, and a finer grade, sixty-eight.

Q. What would you call that, a kid button? A. Yes, sir; the finest work, we make for sixty-eight cents for sixty pairs.

Q. Do you contract for any work; that is, get anything from the work of others? A. No, sir; I do not.

Q. Is there any work on your shoe that is the same as in Mr. Fearey's shop? A. Why, yes; they are put together the same, I guess.

Q. Are the bottoms put on the same? A. I don't know anything about that; the uppers are put together the same, I presume; I do my work at Smith, Pratt & Herrick's, the same as I did at Fearey's, when I worked there.

Q. You are forelady of the fitting department? A. Yes, sir.

Q. That comprises a good many different things; front and back staying? A. Yes, sir; front and back staying; there is back staying, we pay sixty cents for women's and sixty-five cents for a finer grade; we have two classes; that is for women's shoes; I gave you the vamping; lining in is, I think, forty cents a case.

Q. All through? A. Yes, sir.

Q. It does not vary much from that, does it? You can fairly say about forty? A. Yes, sir; I am quite sure.

Q. Will you tell us the different branches of your department? A. It has forty—not less than forty; I don't consider this women's, misses' and children's; this is the women's price.

Q. Does your department embrace finishing? A. No, sir.

Q. What other? A. Then we have our linings; we pay forty cents a case, and tips is fifteen to twenty cents a case, putting on tips; that is all for women's.

Q. What other branch? A. There is our button-hole working—making button holes; we pay fifty cents a thousand to make them.

Q. Is the barring included in that? A. No; then we pay forty cents for barring them and twenty cents for pulling through.

Q. You are sure that is a thousand? A. Yes, sir.

Q. And pulling through is twenty? A. Yes, sir; and finishing is forty.

Q. What is it worth to sew on a thousand? A. We pay sixty-five cents for a sixty pair case.

Q. Is there anything else that you can tell us in the way of the

work in your department ; I would like to ask if there is any difference in your wages between Mr. Fearey's and Smith, Pratt & Herrick's, when you were working there — I mean in your particular case? A. In my case, yes, there is.

Q. A great difference? A. Not very great.

Q. Were you forelady there also? A. Yes, sir.

Q. In about the same capacity? A. Yes, sir.

Q. How great a difference? A. Three dollars a week less, and I don't have half as much to do.

Q. Is there anything else in your department that you know of ; is there anything about marking the linings? A. That is done by the week ; we hire by the week to mark linings and die out ; they pay six dollars a week.

Q. In Smith, Pratt & Herrick's? A. Yes, sir.

Q. Are there any grain shoes made in your department? A. Yes, sir.

Q. About what are the prices paid for grain work? A. There is not any difference except in vamping ; where the vamp is over the quarter they pay sixty cents a case.

Q. That is called a plain vamp, is it not? A. Yes, sir ; a plain vamp.

Q. Is there anything else you can tell about your department? A. I guess you have pretty much all.

Q. Can you give us the misses' and children's? A. I am not as well acquainted with the prices ; I know the misses' backstaying is the same as women's, and children's is forty cents.

Q. Now in the other departments for misses'? A. Fifty for vamping and sixty cents for sewing on buttons.

Q. That is all misses' work? A. Yes, sir ; I think it is forty-eight cents for fitting for a misses' shoe.

Q. Now child's? A. Forty-three for child's.

Q. For child's fitting? A. Yes, sir ; forty for child's backstaying.

Q. And what for the other? A. I can't say about vamping because I am not sure ; I think it is forty, but I couldn't say.

Q. Can you give us prices on women's closing? A. Thirty cents a case of sixty pair.

Q. What are the prices on quarter stitching for women's? A. I ought to know, but I couldn't tell you exactly ; I only have one girl who works on it.

Q. Could you tell for misses? A. I couldn't tell you the quarter stitching of any, not to be positive.

Q. Is there any other information that you feel that you could give

us as positive? A. I have given you the prices on what parts there is; our packing, of course, is done by the week; covering is put on by the week.

Q. What is the price paid per week for packing? A. Well, at present we pay but three dollars.

Q. It is a lady's work, is it? A. A little girl's.

By Mr. DULIN:

Q. You have stated that the fitting department is about the same work you used to do in Mr. Fearey's? A. Yes, sir.

Q. Is that true also of the men's work? A. We don't do any men's work there.

Q. Have you ever done any? A. Not much.

Q. When you did do it was the fitting the same? A. They have not done any since I have been at Smith, Pratt & Herrick's; they did some when I was at Bosley's; they made some.

Cross-examination:

Q. Do you make women's grain shoes? A. Yes, sir.

Q. Misses' grain shoes? A. Yes, sir.

Q. Children's and infants' grain shoes? A. Yes, sir.

Q. About how many pairs of grain shoes a day do you suppose that you fit in your room? A. Well, I can't say as to that, because some weeks we don't have any, and then another time we have quite a good many of them.

Q. Do you think you would average one hundred pair a day? A. Of grain?

Q. Yes. A. No, sir.

Q. Should you think you average seventy-five pair a day of grain shoes? A. No, sir.

Q. Should you think you average fifty pair a day? A. No, sir.

Q. Should you think you average thirty-six pairs a day of grain shoes? A. I couldn't say positive, but I think we would if you came to count them up.

Q. How many pairs a day do you make of all kinds? A. This season we will not average only two hundred pairs a day.

Q. How much did you average last season? A. Last season we averaged three hundred and fifty to four hundred.

Q. In three hundred and fifty pairs a day did you average thirty-six pairs a day of grain shoes? A. No, sir; we made more the last season.

Q. Then there has been a decrease in the number of grain shoes made? A. Yes, sir.

By Mr. DULIN:

Q. Is that a fact, Miss Mahon, as bearing on the total amount of work done by them since? A. I should say now, from what I have heard (not being able to say exactly), that we made more grain work when Mr. Bosley had the factory than we have since Smith, Pratt & Herrick had it.

Q. There has been a change of firm? A. Yes, sir.

Q. What is the reason for it? A. I don't know the reason.

Q. You say this year you made about two hundred pairs a day?
A. Yes sir.

Q. Last year you made three or four hundred pairs a day?
A. Yes, sir.

Q. Will the decrease in the work bear about one-half? A. Yes, sir; I should think it would; I should judge so.

By Mr. FEAREY:

Q. I understand you to say that last season you averaged about thirty-six pairs a day of grain shoes? A. Well, as near as I could tell; I couldn't tell just how much we averaged.

Q. I understand you to say that you know nothing about the quality of the work done by the Fearey Manufacturing Company at the present time, except by hearsay? A. No, sir.

Q. Do you make any calf split or India kid goods? A. No, sir.

Q. Will you give us the price, please, that you pay for cording?
A. Cording button holes?

Q. Yes, after it is worked; either, just as you pay it? A. We pay forty-five cents for women's and forty for misses', and thirty-five for children's; that is after they are worked, and double that when they are all around the hole.

Q. What grade of work is that? A. We cord all our work.

Q. You pay the same price for all your shoes, kid, grain and goat?
A. The same price for all.

Q. I understand you to say you pay ninety cents for sixty pairs for cording women's? A. What did I say, Mr. Fearey? Forty-five for all around the hole, and half the price when the hole is worked.

Q. How much wages do you receive now? A. I receive twelve dollars a week.

Q. You say you received more than that when you worked for the Fearey Manufacturing Company? A. Yes, sir; but not in comparison with what I did.

Q. You did more work for the money working for us than you do where you are working now? A. Yes, sir; when I worked at Mr.

Fearey's I had one hundred and some odd girls under me; not at all times, but I had part of the time, and now I only have thirty.

Q. You work the same number of hours? A. Ten hours a day.

ANNA LOUGHLIN, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. You are aware of the investigation here, that it is between the Fearey Manufacturing Company and Mr. Fearey's employes, in regard to wages? A. Yes, sir.

Q. Is there anything that you can state to help us out in this department? A. Not anything that I know of; I work in the cutting department; I don't know anything about the fitting department.

Q. Can you tell how the cutting department was conducted when you worked there? A. Everything was done piece work.

Q. You worked piece work on cutting? A. Yes, sir.

Q. What could you make a week? A. From four and a half to five or six dollars.

Q. Was there anybody else working on piece work at that time? A. They all worked on piece work at that time; I worked on trimmings.

Q. Was there any contracts at that time in the factory that you knew of? A. Yes, sir; there was the foreman of the work had a contract.

Q. Did he have anybody employed at the same work you did? A. Yes, sir; he had a girl on day work that did the same work.

Q. Were they working day work or piece work? A. They were working day work.

Q. What was the foreman's name? A. Mr. Carr.

Q. Do you think you got your share of the work, or would these others that worked for the foreman get work first? A. They were first supplied; they were always busy, and when there wasn't work for the others they had to go home.

Q. What were they paying when you were working there for cutting trimmings? A. They paid two cents a dozen for tops; then they had button stays, a cent and a half a dozen for those.

Q. Where are you working at present? A. Shoemaker & Pabst's.

Q. At the same business? A. Yes, sir.

Q. By piece work or day work? A. Week work.

Q. What does your week's wages amount to? A. Six dollars.

Q. Every week a dollar a day? A. Yes, sir.

Q. Is the work about the same as done in Mr. Fearey's manufactory? A. The work that I am doing there now is about the same as I done when I was in Fearey's.

Cross-examination:

Q. How long did you work for the Fearey Manufacturing Company?

A. Well, I can't remember right, but I think it was about six years.

Q. How much do you say you got a week the last time you worked there? A. Some weeks I would make four and a half, five, and every two weeks I might make nine dollars; at the same time I didn't get it all; it used to lay back, and what I would make some weeks I would make it all in one week.

Q. How long since you left the Fearey Manufacturing Company?

A. If I remember right, it is four years, I think, or three.

Q. Is it not a fact that as a person continues to work long at one branch they can accomplish more? don't you consider that you can do more work now than you could four years ago? A. No, sir; I think I could do as much work when I worked for your firm as I can do now.

Q. Didn't you earn as high as six dollars a week when you were working with us, some weeks? A. Yes, sir; I did.

Q. If you had been able to have full work, all you could do, you could have earned \$7.00 a week, could you not, at the price? A. Yes, sir.

Q. If you had all that you could do, you could have earned \$8.00 a week, could you not, at the price? A. No.

Q. The trouble that you did not earn so much was because you could not get enough work? A. I couldn't get enough work.

Q. It was not on account of the price? A. No.

Redirect-examination:

Q. Do I understand the reason why you didn't get enough work was because the others were hired by the foreman? A. The other girl that worked at that, she was hired by the foreman, and what she made over I suppose was his.

Q. You understood that was the reason why you didn't get enough work? A. Yes, sir; that was the reason.

Q. Who paid the other girl? A. The foreman.

Q. Did the money come in bulk from the office? A. My money, I am sure, came from the office.

Q. But not done up? A. No.

Q. The foreman got the money and paid the help? A. Yes, sir.

Q. So that they could not tell in the office what you earned? A. No, sir.

Q. The foreman got the money and paid you? A. No, sir: my money came direct from the office.

Q. Did you work under a foreman? A. Yes, sir.

Q. Do you know whether he got any of your earnings? A. No, sir, he did not.

Q. What was the difference between you and this other lady? A. This other lady was hired by the foreman and I was not hired by the foreman.

Q. And hence he gave all the work the other girl could do to her and you were stinted? A. That was the understanding when he hired me, that he had this other girl working for him and she was to be kept busy.

By Mr. FEAREY:

Q. That was a thorough understanding when you came there? A. Yes, sir.

Q. You were to have what work she had left? A. Yes, sir.

By Mr. NOLAN:

Q. Was there any injustice done you, while working in the Fearey factory, by the foreman? A. No; not any, unless I could have more work the way it was.

By Mr. FEAREY:

Q. When you first went to Shoemaker & Pabst's did you get six dollars a week? A. No, sir; I got five; they did not have as many cutters as they have now.

Q. Did you have to work as hard there as you did at Fearey's? A. No, sir.

Q. Could you earn the six dollars as easy as you could four and a half at Fearey's? A. No, sir.

Q. You could not earn the six dollars as easy as you could the four and a half at Fearey's? A. No sir.

Q. Do you know any of the girls that worked piece work under Mr. Carr, whether he receives any of their earnings; in your time, I mean? A. This one girl is supposed to work piece work.

Q. Do you know whether it is so or not? A. That I could not say.

WILLIAM H. WILLIAMS, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Mr. Williams, have you ever worked for the Fearey Manufacturing Company? A. I have.

Q. At what branch? A. I have worked at two different branches at Mr. Fearey's factory, at the branch that I am working at at present and also at lasting.

Q. What is the branch at present? A. Running an edge-setting machine.

Q. Where are you working now? A. Smith, Pratt & Herrick's.

Q. What do you receive for edge-setting now? A. I receive eighty cents for sixty pairs of women's shoes, seventy cents for misses', sixty cents for child's', and forty-five cents for what they call infants'.

Q. Now, Mr. Williams, how much do you make a week? can you tell us? A. Well, on the average about seventeen or eighteen dollars.

Q. How many hours a day do you work? A. About nine hours; sometimes not as many as that.

Q. Mr. Williams, what did you earn when you were working at edge-setting in Fearey's? A. About from nine to eleven dollars.

Q. From nine to eleven dollars a week? A. Yes, sir.

Q. How long ago? A. I guess that is four years ago.

Q. How did the work compare with the work that you do now? A. The work was a little harder in Fearey's factory.

Q. Why is it harder? A. There is what is called a beveled edge shoe and a square edge shoe; it is so much harder to set a beveled edge shoe than it is to set a square edge shoe, and it was heavier work.

Q. How does the amount of work compare? A. I don't do as much work on some of the shoes as I did at Fearey's; on some of them I do about the same.

Q. How does the whole shoe compare in quality and make-up? A. When I was working in Fearey's I should judge it is about the same.

Q. When you worked at Fearey's you worked at lasting at Fearey's? A. Yes, sir.

Q. About what did you earn, at that time, at lasting? A. Six or seven dollars a week.

Q. Did you have to furnish any of the material? A. Yes, sir; I had to pay twenty-five cents a paper for tacks.

Q. You had to buy them out of your own pocket and put them in Mr. Fearey's shoes? A. Yes sir.

Q. Of whom did you buy them? A. From the firm.

Q. Did you ever try to buy them on the outside? A. I did.

Q. Could you buy them for any less money, or more? A. I could buy them for two or three cents less, if I am not mistaken.

Q. Did you feel obliged to buy them at the office of Fearey's? A. Yes, sir; because I did not have money very often to go outside and buy them.

Q. If you had the money you could go outside and buy them? A. Yes, sir.

Q. Was there any opposition, on the part of the company, to your buying those tacks outside? A. No, sir.

Q. You could have done so if you desired? A. Yes, sir; I could have done so.

Q. Would it have interfered with your job if you bought them outside; did you have that impression? A. You had your book, and every time you bought a paper of tacks you went to the office and it was charged on your book, twenty-five cents.

Q. What do you think of the whole work generally, Fearey's shoes as compared with Smith, Pratt & Herrick's? A. When I was there I should judge it was about the same.

Q. Do you know anything about Fearey's shoes now? A. I don't; I have not been in their factory in three years.

Q. Did you ever work in the east? A. No, sir.

Q. Did you ever work in any other factory in Albany except Smith, Pratt & Herrick's, and Fearey's? A. I worked for J. R. Busley.

Q. What wages did you get there? A. I got the same wages I am getting now.

Q. The same number of hours? A. Yes, sir.

Q. Is there any statement that you wish to make? A. There is one statement which is just this: there is one shoe we don't manufacture now but we did manufacture for J. R. Busley, and also I have worked for Freeman & Herrick, I think it was, and they made misses' shoes there at that time, and at that time they paid me for doing the misses' shoe on machine that is on an average of sixty per cent more than what they pay in the Fearey Manufacturing Company.

Q. When was that? A. I should judge it was about three years ago this fall.

Q. And they were paying sixty per cent more than the Fearey Manufacturing Company was at the same time? A. Yes, sir.

By Mr. FEAREY:

Q. On the same kind of work? A. I don't know; when I left there they were a good grade of work; that is what I was supposed to get there, a good grade of work.

By Mr. DULIN:

Q. How much do you think you could make a week on men's, for seventy cents a case? A. I should not do them for that; you ask how much I could make a week?

Q. Yes, sir. A. That is, the quantity of work that is done on the Fearey Manufacturing Company's shoes?

Q. Yes, sir. A. I guess I could make about twelve dollars a week; they did more work on the men's shoe than I have ever done; I do not do more than half as much now on the men's shoe as they did in

the Fearey Manufacturing Company; that is what they call "from ball to ball," is from here to there; I do them all the way around; in the Fearey Manufacturing Company they do from breast to breast.

Q. I don't remember whether I asked you whether you knew of lasters having to buy tacks in any other shop in Albany. A. I don't; I never heard tell of it in any other factory only that.

Cross-examination:

Q. When you went on working at lasting for the Fearey Manufacturing Company did you know anything about it; had you worked at it before? A. No, sir.

Q. You were a green hand entirely, were you not? A. At the last-
ing, yes, sir.

Q. Can a green hand make as much money at lasting as an expert? A. No, sir.

Q. When you went at edge-setting work for the Fearey Manufacturing Company were you not also a green hand? A. Not on the machine; that is, I didn't go to work setting on the machine at Fearey's first; I worked by hand.

Q. Can a person who is a new hand working on the machine earn as much money at edge-setting as an expert? A. No; I should not say he could.

Q. The longer he works at it the better he can do the work? A. No, sir; I think after a man works at a machine a certain length of time he gets broken down.

Q. Do you consider yourself broken down. A. I ain't as good a man on a machine now as I was four years ago, not by a long sight.

Q. You say the price for edge-setting is eighty cents in Smith, Pratt & Herrick's? A. On women's shoes it is.

Q. Do I understand you to say that you ever had it intimated to you at any time or place, or in any manner, that if you did not buy your tacks of the Fearey Manufacturing Company you would lose your place? A. I did not, sir.

Q. Were you working at the Fearey Manufacturing Company's at the time they were first charged for the tacks? A. I think I was working on the edge-setting machine when they first charged for tacks.

Q. Are you aware that, at that time, an allowance was made for tacks? A. I was not aware of that, but I am aware that at that time they got a reduction.

Q. Are you sure of that? A. Yes, sir; I know when they got the reduction, and I got a reduction also.

Q. How long ago was that? A. I should judge that was seven or eight years ago.

Q. Do Smith, Pratt & Herrick make any men's shoes now? A. They don't now.

Q. Did J. R. Busley make any men's shoes? A. He did when I first went to work for him.

Q. Did he the last six months that he was in business? A. The last six months he did not make but a few pair.

Q. Do you know why he stopped making them? A. I can't say; I don't know his business.

MICHAEL LYNESS, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. Mr. Lyness, are you a shoemaker? A. Yes, sir; I am a shoe-cutter by trade.

Q. Have you ever worked at Fearey's? A. I did, yes.

Q. How long ago? A. When they first went to work by the piece.

Q. How long ago? A. I should judge—I think it was four or five years ago; Mr. Fearey probably remembers better than I do.

Q. What did you work at then? A. Shoe-cutting.

Q. You were a shoe-cutter at the time? A. Yes, sir; I was a shoe-cutter and was hired as a shoe-cutter.

Q. Have you ever worked at Keene, N. H.? A. Yes, sir; I have.

Q. What did you work at there? A. Shoe-cutting.

Q. What are the prices there compared with Mr. Fearey's? A. Far ahead of Mr. Fearey's.

Q. State your experience in Fearey's factory. A. I went in of a Monday morning and hired out to Mr. Fearey as a shoe-cutter; he said yes, he wanted a cutter; he said, "Our men are working by the piece; you can go to work and work by the piece the same as the rest of the men;" I said, "that will do me, as I reckon I can do a good day's work," and I went on; he gave me a lot of stock and numerous patterns, and after I had been to work awhile I asked the man on my right, "how much do we get a dozen for these?" he said, "we don't know;" I said, "I thought you were working by the piece?" he said, "We are, but we don't know what we are going to get;" I said, "That is a queer way of working;" we got another grade of work and it was the same on that; we did not know what we were going to get; I went to work on Monday morning, so that it would bring pay, day five weeks without me knowing what I was getting for anything; I stood it all week, and I talked with the men and they did not seem

to take the same exception I did, but I said I could not wait five weeks without knowing what I was earning; Saturday afternoon the foreman gave me a bundle of stock, and said to take this bundle of stock and go right on and finish what I was doing, and I took the stock, finished what work I was on, cleaned up my bundle, put my knife in my pocket, and put my work on the bench and laid it down and I said to the foreman, "I wont work any more, if I don't know what I am earning;" he said, "You are making more money than any man in the room;" I said, "I know that; I am doing more work, but I want to know what I am doing;" so I told him that I must know positively how much I was getting or I could not work; I said, "You have heard the story about the man who worked all summer on the canal, and was told in the fall that there was a pair of overalls and a paper of tobacco coming to him." all he said was, "You wont know any sooner than anybody else," and I said then I would not work, and I quit; Monday morning I went in to Mr. Fearey to get my money and he said the work was in several stages, and I think he gave me seven dollars and something; I left the city, and a few months after that I came back and I thought I would go in the shop and see what the balance was, and found that I had eighty cents coming to me.

Q. Where did you go to work after that? A. I went to work for Odames, of Utica.

Q. At the same kind of work you were doing in Mr. Fearey's? A. Yes, sir.

Q. How much did you get there? A. About eighteen dollars; the system of hiring out in a shoe factory is, they say, "You go to work and we will see how you work and will pay you accordingly;" if I was going to work by the week they could tell me anything like that, but I was to work by the piece; I supposed the man working alongside of me could tell me.

Q. How much did you get in Utica? A. Three dollars a day.

Q. Did you know that before you went to work? A. Yes, sir.

Q. Did ybu ever work for Donovan Brothers, of Lynn, Mass.? A. Yes, sir.

Q. What did you earn there? A. Seventeen dollars a week for ninety pair of common women's shoes a day; a man was supposed to cut that many pairs for seventeen dollars a week; it is a very small day's work.

Q. How many hours a day did you work? A. Ten hours a day.

Q. Did you ever work for any other firm in Lynn? A. Yes, sir; I worked for Keene Brothers.

Q. Cutting there? A. Yes, sir.

Q. How much did you get there? A. That was several years ago; I got fifteen dollars a week for seventy-two pair a day.

Q. And you got \$2.50 a day? A. Yes, sir.

Q. How do you consider that the the shoes in the east, taking in Donovan Brothers, and Keene, and also the firm that you spoke of first—we will take the eastern firms first—how does their work compare with Fearey's? A. I don't think Keene Brothers do any better shoe than Mr. Fearey's, unless his first quality; he makes four or five grades of a shoe; I think his second quality will compare favorably with Mr. Fearey's.

Q. Did you ever work at lasting? A. No, sir.

Q. Do you know any of the people who work at lasting there? A. Yes, sir; I know them all.

Q. Did you ever hear of them having to pay for tacks in any other factory? A. No, sir; I never heard of such a thing.

Q. You can tell how much the tacks would cost in a day for lasting? A. I can't say.

Q. Have you heard of anybody paying for tacks for lasting outside of Fearey's? A. No, sir; I never heard of it outside of Fearey's.

Q. Did you hear of it at Fearey's? A. Yes, sir; I heard of it there.

By Commissioner DONOVAN:

Q. The circumstance you spoke of, of going to work at Mr. Fearey's, when was that? A. Well, it was the very first week that they had piece work; I have not a good memory for dates; I think I was told it was four years, but it appears to me that it was longer than that.

By Mr. FEAREY:

Q. Is your memory so bad that you can't tell the difference between ten and four years ago? A. I said my memory is not good as to dates; I don't remember when it was.

Q. Do the shops in Lynn run as much of the year as we do here? A. I will answer your question by another one; don't you know that the seasons in Lynn are very short; if a man, when one shop shuts down, he is going to wait for it to open up again, it would be very foolish on his part.

Q. How long do they work in Lynn? A. They work about eight months.

Q. I understand you to say they don't work as much in Lynn, on an average, as they do in other towns? A. They work in Lynn, I think, as much as they do in Busley's, on an average, and may be as much as they do in your factory.

Q. Did you ever know them to lay off for four months in Fearey's factory? A. I knew the cutters to be out of work that long.

Q. When was that? A. That was a short while after I left here.

Q. How do you know that if you were not here? A. Being acquainted with cutters here and having two sisters working here, I was kept posted as to what was going on.

Q. How many skins are there in a bundle of kids? A. There is only a dozen.

Q. Would it not be a pretty good sized kid of eight hundred feet in a bundle? A. If it was all laid alongside it would be one bundle; I worked from Monday noon until Saturday noon on that bundle of stock; I wonder if there was a bundle of stock in it.

Q. Can you carry that amount of stock, eight hundred feet? A. Yes, sir; just get your arms around it and you can carry it, small skins.

By Mr. DULIN:

Q. At the time you worked at Fearey's you were a full fledged cutter? A. Yes, sir.

Q. As good a cutter as you were when you worked at Donovan Brothers, and Keene's, at Lynn? A. Yes, sir.

Q. Was the work harder at Fearey's than it was at Lynn? A. Yes, sir.

Q. Why was it harder? A. It was heavier, and when I worked at Donovan's I could cut ninety pair of his shoes by noon-time; of course, I had to stay the ten hours in the factory, but I had time to do better work.

Q. I understand you if you worked as hard at Donovan's as you did at Fearey's you could make \$30 a week? A. Yes, sir.

Q. Based on your knowledge of cutting, what would you think of forty cents for cutting twelve pairs of men's calf, thirty-five cents for boys', thirty cents for youths', twenty-seven cents for veal calf upper, twenty-four cents for boys' veal calf upper, twenty-two cents for youths' the same, thirty-six cents for women's goat and kid upper, thirty cents for misses' goat and kid upper, and twenty cents for children's goat and kid upper, and fourteen cents for infants' goat and kid upper? A. I would not work for it.

Q. Why wouldn't you work at it? A. Because I could not make anything at it.

Q. Couldn't you make a living? A. Oh, I might make a bare living, if I worked hard at it and stayed there nine or ten hours a day.

Q. What would you call a living? A. I might make \$9 or \$10.

By Mr. FEAREY:

Q. When you worked for the Fearey Company, what was the name of the firm; was it the same firm as it is now? A. Thomas Fearey & Sons.

Q. You say you asked Mr. Fearey the price; which Mr. Fearey did you ask the price? A. The old gentleman, Thomas Fearey.

Q. You say it was the first week we were changing over to the piece-price? A. Yes, sir.

Q. And you understood that it was the change that caused it? A. I wasn't informed of it when I was hired.

Q. But you found that out? A. Yes, sir; I found it out, but I also found out you had not changed your work; that it was the same work that you had been on, and I supposed you would know what you were going to pay for it.

Q. Were you aware that the people were given so many pairs, and the work was figured up, and the price based on what they were earning before? A. I did not find that out.

Q. You did not stay long enough to find it out? A. I tried hard enough.

Q. Did you ever cut men's shoes? A. Yes, sir.

Q. Did you ever cut calf shoes? A. Yes, sir.

Q. How many pair could you cut a day, calf and kid top shoe? A. Oh, about thirty-six to forty pairs.

Q. You could not cut over forty pairs a day of calf shoes? A. I would not want to, a real fine shoe.

Q. I know you are a good shoe cutter; how many could you cut of Fearey's shoes? A. I have never cut your calf shoes; I don't know anything about your work.

Q. How could you say then that a man couldn't make a living at it? A. I know I could not make a living at those prices; I said I don't know anything about your work, but I know I can't make a living at those prices; I will say that in some shops they will allow a man to slop his work; in Keene, New Hampshire, he makes the poorest shoe I ever saw made; we were allowed to cut a shoe with a hole in it, and hammer it down and color it over; we were allowed to cut that kind of a shoe, and they only allowed 120 feet to cut sixty pairs of shoes.

Q. Doesn't that require an expert cutter to cut that many shoes out of that quantity of leather? A. No, sir; not in that style of shoe.

By Mr. DULIN:

Q. How do they pay for lasting shoes in those eastern shops?

A. They pay by the piece for lasting shoes.

Q. Isn't it true that cases go through in sizes? A. Yes, sir.

Q. I mean the sizes are in sixty pair lots? A. Generally a man gets a case.

Q. He don't have to change his last so often? A. They generally haven't more than two sizes; as soon as it is lasted the man who tacks on, takes it off, and the laster does not have to wait for that last.

By Mr. FEAREY:

Q. In order to get fifty-two weeks' work in a year, you have to skip around from town to town? A. Yes, sir.

Q. Don't the shoe factories all have dull season about the same time? A. When it is dull in the east, we sometimes find it good in New York State; in New York and Rochester, we find work there; and when it is dull in New York State, we find work in the east.

Q. I understood you to say that you got different prices for different grades of work of Keene's? A. I said Keene Brothers, of Lynn, had different grades.

Q. How many grades do they have? A. They had about four when I worked for them.

Q. Don't they pay different prices for different grades? A. No; they pay the same price for cutting all shoes.

Q. Don't they pay different prices for the other parts of the work? A. I can't say that; they come to a sorter, and he sorts the different grades.

Q. Did you ever work on a grain shoe for Keene Brothers? A. Yes, sir.

Q. How long ago did you work for Keene Brothers? A. About six years ago.

Q. Are you aware that he has had trouble with his help lately? A. Not very lately; he went to Skowhegan and started a factory and he had to give it up, and he is now back in Lynn; the farmers could not do his work; I believe they ordered him to take his machinery away and they ordered him to take his building off the ground.

By Mr. DULIN:

Q. Do you know something about cutting women's goat and kid? A. Yes, sir.

Q. What would you say to thirty-six cents for cutting twelve pairs of women's goat and kid upper? A. I consider that a pretty good price.

Q. How much a week could you make at that price? A. Oh, I could make two dollars and fifty cents a day.

Q. At one dollar and eighty cents a case? A. Yes, sir.

Q. Cutting all you could how much could you make a day? A. It depends on how I could cut them.

Q. What would affect you in the manner of cutting? A. In Fearey's if he gave you the stock to cut for women's and gave you the patterns, you could go on and cut them, but if he gave you a lot of misses' and children's and infants' and foxings and everything to cut, you have 100 different patterns to look after.

By Mr. FEAREY:

Q. If you had two patterns to work on in our shop how many pairs a day could you cut of women's kid? A. One hundred pairs a day.

Q. If you worked as hard as you could? A. One hundred pairs a day.

Q. Could you not cut more than that? A. Not of a good women's kid shoe.

By Mr. DULIN:

Q. How much was it you said you earned in the week you worked piece work at Mr. Fearey's? A. Eight dollars and some odd cents, I think.

Q. Did you include from Monday morning to Saturday evening after? A. From Monday noon to Saturday after — five days.

Q. Did you work ten hours a day? A. I worked ten full hours every day.

By Mr. FEAREY:

Q. Do you remember that you were running up and down stairs, inquiring about prices, and were very anxious about what you were going to earn? A. No, I didn't get very much excited after the first day; I made up my mind I would work the week out, so as to get enough money to get out of town.

WILLIAM H. WILLIAMS, being recalled on behalf of the employes, testified as follows:

Q. You did work on men's work in Busley's, did you? A. Yes, sir.

Q. What did you get for them? A. Two cents a pair, from ball to ball.

Q. How much did you get for men's in Mr. Fearey's, when you worked there? A. One cent a pair, from breast to breast; nearly double the work.

Q. How much in Smith, Pratt & Herrick's? A. They have not done any there yet; I will get the same price I did from Mr. Busley when they make any; that is the understanding.

Q. Do you remember them ever shutting down the shop at Fearey's when you worked there? A. Yes, sir; twice a year.

Q. For how long a time? A. They generally shut down about three months a year while I was there.

By Mr. FEAREY:

Q. Do you know whether they shut down now? A. I don't know whether they do now; I guess the last year I was there they might just as well have shut down all the year, because I did not make over seventy-five cents a day, and I was doing the best work they had in the factory.

Q. When was that? A. I think it was in 1876.

Q. If you had all the work you wanted you could make more than seventy-five cents a day? A. Oh, yes.

Q. You didn't get enough work? A. No, I didn't get enough work, but I did not get any such price as I get at the present time.

Q. How many weeks did you work last year? A. I worked about forty-nine weeks.

By Mr. NOLAN:

Q. You managed to save a little, didn't you, last year? A. Yes, sir.

Q. You have gone into business, haven't you? A. Yes, sir.

By Mr. FEAREY:

Q. Your learning shoemaking in Mr. Fearey's factory enabled you to earn this money, didn't it? A. I did not learn shoemaking in Mr. Fearey's; I worked at it before I went there.

Q. Where did you work before? A. At Mr. Whitehouse's.

Q. What business are you in, Mr. Williams? A. I am in the cigar business at the present time.

JAMES H. EAGAN, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Mr. Eagan, where do you work? A. Shoemaker & Pabst's.

Q. What branch do you work at? A. Shoe finisher.

Q. What is the average wages that you earn at Shoemaker & Pabst's? A. Fifteen dollars a week.

Q. How does that compare with Fearey's wages; did you ever work for Fearey? A. I did, sir.

Q. What did you earn while you were there; were you a finisher there? A. No, sir; I worked there while I was quite young; I worked at three different branches there; I went there a boy to stick nails; I got \$2 a week, ten hours a day.

Q. What age were you? A. Sixteen years of age; I was transferred from that to the cack-team, and leveled cacks, and I worked there for a season, and the highest month I got was \$18 and some cents for a month's work, I believe twenty-seven working days in the month.

Q. Was that piece work? A. Yes, sir.

Q. What doing? A. Leveling cacks in the cack-team.

Q. Did Mr. Fearey learn you finishing there? A. I will say Mr. Fearey never learned me any of the business that I know now.

Q. Are you a finisher? A. Yes, sir.

Q. Where did you learn it? A. From Mr. Gahan and Mr. Luby.

Q. Do you know the prices paid by Mr. Fearey for finishing?
A. Only from what I have been told.

Q. Have you seen the prices offered by Mr. Fearey on the reduction of January twenty-ninth for your work, finishing? A. Yes, sir.

Q. You know the prices offered by him for finishing at the reduction? A. Only from what they told me; when the edge is set, and the heel is burnished, it is supposed to go to a finisher; sand papering, making bottoms, finishing shanks, that is, making the shoe ready for market, is what is called finishing; the job is split up in Mr. Fearey's factory.

By Mr. FEAREY:

Q. Are you aware of that? A. I am positive that it is split up in parts.

Q. Are you aware that some finishers do all the finishing in our shop? A. I am positive that it is split up in parts.

Q. Is it all split up in parts? A. I didn't say all was; I say it is split up in parts.

By Mr. DULIN:

Q. Black shanks, is that finishing? A. Yes, sir; that is finishing.

Q. What do you get for men's black shanks? A. We don't make any in the factory in men's shoes.

Q. Do you make misses' black shanks? A. Yes, sir.

Q. What do you get for them? A. We get forty-six cents a dozen.

Q. Do you think it is an outrageous thing to ask for the same thing in Mr. Fearey's — to ask three cents? A. No, sir.

Q. The demand of Mr. Fearey for child's black shanks is two and a half cents or thirty cents a dozen; what have you to say on that?
A. We get as high as forty-four cents for child's.

Q. What do you get for infants'? A. Thirty-two cents.

Q. Do you finish any women's channel shanks? A. Yes, sir.

Q. What do you get for them? A. Get four cents a pair.

Q. What do you get for misses' channelshanks? A. Forty-six cents per dozen.

Q. What do you get for child's? A. Forty-four cents per dozen, but we very seldom do any.

Q. Do you do any infants'? A. Yes, sir; I have done one case in three years.

Q. Do you have to make your own bottoms? A. No, sir.

Q. Do you know whether the finishers in Mr. Fearey's have to make their own bottoms? A. I know there is some that work at finishing that do not make their own bottoms at Mr. Fearey's.

Q. Do you know whether there is any of them that work at finishing who make their own bottoms? A. Yes, sir.

Q. How do they pay at Shoemaker & Pabst's? A. They pay every Saturday for the work that is finished up to Friday evening.

Q. Do I understand that every shoe you finish Friday night you receive pay for on Saturday evening? A. Yes, sir.

Q. Do you receive the full amount that is coming to you for work that you have finished in Shoemaker & Pabst's? A. Yes, sir, I have always received all the money for work that was finished up to Friday night.

Q. How do the wages of the others compare with the wages that you make? A. Some receive fifty above me and some fifty cents less a week; there is an apprentice there who makes from eight to eleven dollars a week; he has only been at the business since last September; I believe his wages last week were ten dollars.

Q. I see you have a book there; have you any figures that you would like to present to the Board? A. My wages for last week, which was considered a poor week, was \$13.72; the week previous \$15.39; the week previous to that \$15.39; the week previous to that \$16.67; the week previous to that \$15.25.

Q. I don't know whether we asked you, but I will ask you now if you are acquainted with the work made by Mr. Fearey? A. I have not been working there for some time, but the grade of work that they made when I worked there is equal to the grade I work on now.

Cross-examination:

Q. I understood you to say that you got paid \$1.60 a case for—
A. I don't figure my work by the case; I figure it by the dozen.

Q. Isn't there a second grade that you get less for? A. There is.

Q. What do you get for the second grade? A. Second grade child's?

Q. Women's? A. Forty cents a dozen.

Q. How many pair a day can you finish of black shanks? A. It all depends on the quality of the work I have got.

Q. Well, in a second grade shoe? A. Seventy-two pair?

Mr. FEAREY.—I swear that, to the best of my knowledge, this statement is correct; that we pay \$2.10 for sixty pairs, which is more than this witness gets.

Q. What do you get for finishing an infant's shoe, second grade? A. Thirty cents.

Q. That is number one grade; not the second? A. I said second grade, thirty cents.

By Mr. NOLAN:

Q. Second grade is what you think compares with Mr. Fearey's work? A. I consider all the shoes compare with Mr. Fearey's work.

By Mr. FEAREY:

Q. Have you seen any of the Fearey Manufacturing Company's shoes lately? A. How late.

Q. This year? A. No, sir.

Q. Within a year? A. Yes, sir.

Q. How long since you worked for us? A. Eighteen hundred and eighty, I guess.

Q. You say you were a boy, and you earned there, while you were a boy, \$4.50 a week? A. That was one portion of it; I worked also as a laster, and had to pay for tacks there.

Q. You worked as a laster too? A. Yes, sir.

Q. On what kind of work? A. On what was termed first grade work; that is on Mr. Cummings' floor.

Q. Did you learn lasting in our shop? A. No, sir; I got so disgusted with the money I earned; I never lasted before I worked there.

Q. We taught you how to last? A. No, sir; you never taught; I never learned it.

Q. What you do know about it you learned there? Now you said that the work in our shop is divided up; is all the work divided up, or some made the same as it is in Shoemaker & Pabst's, and some the other way? A. When I was in your factory the last time, I saw some of the finishers there making the bottoms, that is, buffing them and sandpapering them and wetting them down, what we call finishing all the way through; on the upper floor, I believe, the job is all split up, a man to sandpaper them and buff the bottoms.

Q. Do you know that as a fact or have you heard it? A. I have seen it.

Q. On the lower floor how is it? A. I have seen them finish them all the way through.

Q. Then we do finish them all the way through? A. Yes, sir; some of them.

By Mr. DULIN:

Q. Do you have to make your own bottom? A. No, sir.

Q. Do you have to cut and wet it? A. I don't have to wet it, no, sir.

Q. What is the bottom? A. The sole that goes on after it is lasted; that is the bottom there (pointing to sole of shoe).

Mr. DULIN. — I will ask the question of Mr. Fearey whether his employes cut their own bottoms and wet and finish them, in connection with the finishing?

Mr. FEAREY. — Some of them do and some do not.

Q. You don't do that all? A. No, sir.

Q. You don't wet your own bottoms? A. No, sir.

Q. Do you smooth it? A. No, sir.

Q. That is not included in your price? A. No, sir.

Q. Do you cut them? A. I cut them.

JOHN MULLANE, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Where do you work? I work at Shoemaker & Pabst's.

Q. At what branch? A. I trim on the heel trimming machine; I work in the shop by the week; I get twelve dollars a week, and I don't average two thousand pairs a week; the price of trimming there on the edge trimmer, it comes very near a cent a pair, on an average; on the heel trimming, the machine that I work after, he paid twelve dollars a week for that too for less than two thousand pairs in the week.

Q. What, is the two thousand pairs a day's work? A. No, sir; a week's work.

Q. Do you know anything about Fearey's work; did you ever work there? A. Yes, sir; I worked there.

Q. Worked as a trimmer? A. Yes, sir.

Q. Tell us what you know about trimming in Fearey's; when did you work there? A. It is two years and a half ago since I worked there.

Q. What wages did you earn there? A. I earned good wages there one time, but in the end I was forced out, I had to leave it.

Q. What was the cause of the difference? A. The difference was slackness of work.

Q. Was there any difference in the management? A. I did think we could make good wages if we got the work from the overseer, the contractor; he was in with Makeham, and he gave the women's pairs to women and slighted us.

Q. You know the price that existed at the time the reduction was made? A. Yes, sir, I do; I know one class of work, since I left there, has been reduced fifty per cent.

Q. What is that? A. That is rounding up the hand-sewed work; it was eighteen cents a pair when I was there, and now it is nine cents; whether Mr. Fearey got the other nine cents, or Mr. Frazier, I don't know.

Q. Who did you receive your wages from? A. I received my wages from a contractor; his name was John Thomas; but Mr. Fearey was responsible for my wages.

Q. You know something about the price at the time the reduction was made? A. Yes, sir.

Q. Do you think, as a trimmer, you could earn a living at the price that you were paid? A. The man that is working at the kind of a job I was at, which is similar work, I could not go in and do the work he is doing and make five dollars a week at the prices that are paid; and the work is similar to mine; the work that I am doing on the machine it averages about a cent a pair, and Mr. Fearey's don't get but half a cent.

Q. Have you worked, in the last few years, with anybody else except Fearey and Shoemaker & Pabst? A. I worked at Woolverton's a short time at custom work.

Q. Are you a practical shoemaker all the way through? A. Yes, sir.

Q. You can make a shoe from top to bottom? A. Yes, sir.

Q. There are not many who can do that? A. Yes, sir; when I was at Fearey's there were several of that kind there.

Q. Are there any of them there now? A. Yes, sir; he has some of them there now; he has got some of the best men in Albany in his shop; I know two men there, and if either of them left he should put two men in each of their places.

Q. Are either of the foremen at Mr. Fearey's practical shoemakers? A. No, sir; I don't know about Brown; Frazier is a blacksmith, I believe, and Makeham was a shepherd, I believe, before he came there.

Q. Do you know that there is a relationship exists between Mr. Fearey and Makeham? A. Oh, yes, sir; he is married to a cousin of Mr. Fearey's, I think.

By Mr. DULIN:

Q. How will Shoemaker & Pabst's work average with Mr. Fearey's?
A. I have not been in Mr. Fearey's shop once inside of six months or a year, and I have not picked up his machine work to look at it at all; I paid more attention to his hand sewed work; that is what I was interested in, but when I worked there it would compare with Shoemaker & Pabst's, compare well with any work of that kind in town.

Q. You have worked on hand sewed work for Mr. Fearey? A. Yes, sir.

Q. You have worked for Shoemaker & Pabst on hand sewed work?
A. Yes, sir; I have for a few years.

Q. Suppose you were getting for lasting, inseaming, rounding and stitching seventy-five cents a dozen pairs, how much a day could you yet and pay your own tacks and thread? A. If I was to do the work all myself I could not make \$1.50 a day of ten hours.

Q. Suppose that you were doing lasting, inseaming, rounding and stitching for seventy-five cents a dozen pairs and had to buy your own nails and thread out of that, how much could you make a week? A. I have done it both ways; if I worked at it single myself I don't believe, on ten hours' work a day, I don't think I could earn over seven dollars and a half a week.

Q. Then I understand if you got a twenty per cent reduction on that you would make six dollars a week; when you were working on the team what was your particular work? A. My particular work was trimming.

Q. How much did you get for trimming? A. I got six cents a pair.

Q. How many pair could you trim a day? A. If I got all I could do I could do sixty pairs, but it would be too much for a man to do.

Q. What would you consider a fair day's work? A. A fair day's work would be about forty pairs.

Q. That was trimming? A. Yes, trimming.

Q. Did you ever work at lasting? A. Yes, sir; I worked for a short time at lasting.

Q. How much did you make? A. I don't exactly remember what I made; I did not go at lasting to make a business of lasting; I went at it to fill up lost time.

Q. What else did you do for Mr. Fearey? A. I did not do anything of any considerable amount, except trimming, while I was on that hand-sewed work.

Q. Who has charge of the hand-sewed work? A. Makeham has charge of it.

Q. Do you know the team that works on it? A. I do.

Q. Who are they? A. Andy Tuohey, he rounds up the shoe; Philip Rogers, he is one of the inseamers; he is a first class shoemaker; there is Mr. Taylor, he used to be considered a very good workman too; and the other two men I am not acquainted with their work, the other two men on that team.

Q. Have you done any hand-sewed work outside of Mr. Fearey's shop? A. Yes, sir.

Q. Have you ever had to pay for your own thread and nails? A. I did some work in Mr. Woolverton's once where he gave us, as an inducement, some Richmond thread that he got over East, but we would not use that; there is not another shop in Albany where the men have to pay for their own thread and nails.

Q. How was it when you worked there in regard to payments? A. The payments were uneven and very unsatisfactory, but, individually, I have no reason to complain; I got money whenever I wanted it.

Cross-examination:

Q. You worked on lasting? A. Yes, sir.

Q. Did you have a price list? A. Oh, yes, we had a price list then; I worked on lasting to fill up time, but I would not call that a steady job.

Q. How much did you get for it? A. I got twelve cents, and had to pay for tacks out of it.

Q. How much were the tacks worth a pair? A. I could not say, exactly, but I suppose, waste and everything, you might call it three-quarters of a cent a pair.

Q. Couldn't a man last as many as you could trim? A. Oh, no; he could not do anything of the kind; he would be a good man that could last half as many as I could trim.

Q. About thirty pairs a day is a day's work, isn't it? A. Oh, no; on hand-sewed work I think it would be a good man who could last fifteen pairs—round up and last them.

Q. We have an extra price for rounding up? A. No; that is included in the twelve cents.

Q. Could the man that was lasting earn as much as you? A. No, he could not quite.

Q. It is understood, as a general thing, that the laster will not earn quite as much as the trimmer? A. No.

Q. I understood you that if you had all the work you could do you would be perfectly satisfied with the work in our shop? A. Oh, yes, sir; I would have stayed there if I had the work.

Q. But the work was scarce? A. Yes, sir; but it wasn't exactly that; there was an attempt to cut me down by John Thomas, and I made a vow or resolution that I would never take a cut-down in that shop again, and I lived up to it.

Q. Didn't you work trimming women's shoes one time for us? A. Yes, sir.

Q. That is a good while ago? A. I trimmed women's shoes for you one time; it was three years ago, I think; I worked for you about eight hours; I went to find out the price, and I found I had about eighty cents earned for eight hours, and I threw up the job.

Q. What kind of a shoe was that? A. It was the kind of work you were doing.

Q. Was it knife trimming? A. I trimmed the forepart with a knife.

Q. We don't do that kind of trimming any more in the shop? A. No; not any more.

JAMES McDONALD, a witness, called on behalf of the employes, being duly sworn, testified as follows:

Q. Mr. McDonald, where are you working? A. Smith, Pratt & Herrick's.

Q. What is your particular line? A. Finishing.

Q. What is your average wages per week? A. About two dollars a day.

Q. Do you work piece work? A. Yes, sir.

Q. What do you get a pair for finishing; give it to me in an average. A. There is five classes of work in our place; we go alphabetically; there is O, S, P, H, and X.

Q. What do they run from—from O to X? A. Well, it is according to the quality of the upper, I think.

Q. Do you have them in black shanks and channel shanks? A. Yes, sir.

Q. Take it in black shanks, how do they run? A. We get four cents a pair.

Q. What for channel shanks? A. Four cents.

Q. All through? A. Yes, sir; that is for S, O and P, the bottoms made and cut ready for finishing.

Q. Do you have to make your own bottoms? A. No, sir.

Q. Do you have to cut them? A. No, sir.

Q. Do you have to smooth them? A. No, sir.

Cross-examination:

Q. What do you get for H and X? A. Five cents.

Q. Those are better grades? A. Yes, sir.

Re-direct examination:

Q. Did you ever work for Mr. Fearey? A. I did, sir.

Q. What did you work on? A. Finishing.

Q. What did your wages average there for finishing. A. The first time I worked for Mr. Fearey I had three dollars a day.

Q. How long ago is that? A. About fifteen years ago.

Q. When did you last work for Mr. Fearey? A. About six years ago.

Q. What did your wages average then? A. Oh, I only worked for a couple of weeks.

ANDREW TUOHY, a witness called on behalf of the employes, being duly sworn, testified as follows:

[Mr. Fearey offered in evidence a paper, purporting to be an agreement between the Fearey Manufacturing Company and the Arbitration Committee of District Assembly 147, K. of L.

It was objected to on the ground that it was supplemented by the agreement submitting the matter to the State Board of Arbitration.

The Board decided to receive it for what it was worth.]

GEORGE D. FEAREY, being recalled, testified as follows:

By Mr. DULIN:

Q. When did you pay your help the last time? A. A week ago last Saturday.

Q. Were they paid under the proposed reduction or at the old price? A. They were paid according to the agreement between your committee.

Q. Was it under the reduction or under the old price? A. I did not pay them under any reduction.

Q. Were they paid under the old price? A. They were paid under the old prices, but a certain amount was held back, according to agreement.

[The paper before referred to was marked "Ex. A."]

The examination of Mr. TUOHY then proceeded as follows:

By Mr. DULIN:

Q. Where are you working at present? A. Mr. Fearey's.

Q. When were you paid last? A. Saturday week next—Saturday two weeks.

Q. Were you paid at the old prices before the proposed reduction, or were you paid under the proposed reduction? A. I was paid the reduction.

Q. What is your particular business? A. A hand-sewed shoemaker and bench man.

Q. How much did you draw the last pay day? A. Six dollars and forty cents, I believe, for forty pairs of shoes, I believe.

Q. For two weeks? A. For two weeks; but, we didn't have work all the two weeks; we didn't have a week.

Q. How much did you get the two weeks before that? A. I got the former price for forty pairs of shoes, and I got the cut on thirty-eight pairs of shoes.

Q. When was that date; have you got it? A. The date is not on the envelope, but it will be four weeks next Saturday.

Chairman PURCELL announced that it would assist the Board in settling the matter if tabulated schedules of prices asked by the employes, and the prices which Mr. Fearey was willing to pay, were prepared by the respective parties.

Adjourned to March 29th, 1887, at ten o'clock A. M.

At which time Mr. Donovan was the only member of the Board present, and a recess was taken until two o'clock P. M., at which time the Board met, Commissioners Robertson and Donovan being present.

Commissioner ROBERTSON.—Have you in any definite form what you want us to find in this case?

Mr. Dulin presented a schedule, showing the prices paid in the different factories in Albany, including Mr. Fearey's factory, and stating in one column the prices asked by the employes; also, the request originally presented to Mr. Fearey by the employes. He also submitted a schedule of prices paid for cutting in Stoneham, Massachusetts.

JAMES H. DULIN, a witness called on behalf of the employes, being duly sworn, testified as follows:

The different prices at present paid in the different factories, as stated in these different schedules marked 1, 2, 3, 4, and 5, are correct, to the best of my knowledge and belief, with the exception of the request of the employes, which, of course, I cannot say whether it is correct or not; that is for you men to say.

By Commissioner ROBERTSON:

Q. You say that these various schedules state correctly the prices paid in the factories indicated? A. Yes, sir.

Q. How many factories does this list cover? A. Three.

Q. Where are those factories located? A. In Albany.

Q. This paper only shows the prices in factories in Albany? A. Yes, sir; doing about the same grade of work as Mr. Fearey.

Q. Then there are no prices paid in factories outside of Albany in this list? A. No, sir.

Q. Did you obtain these prices personally? A. They were brought to me by the different operatives in those shops.

Q. By employes working at each branch? A. At the different branches of business; yes, sir.

Q. What shops are named here? A. Smith, Pratt & Herrick, Shoemaker & Pabst, the price Fearey pays and the price the employes want.

Q. Now give us the name of the person from whom you obtained the prices in Smith Pratt & Herrick's? A. I think his name is W. H. Williams; I think he furnished me the majority of the prices; he is one of the witnesses, and has been sworn here; he is an edge-setter.

Q. Who furnished the prices in Shoemaker & Pabst? A. There were different parties?

Q. Have you every reason to believe that they told you the truth? A. Yes, sir; in fact they are verified by the figures which were in the possession of the Assembly for months before the trouble commenced.

Q. Suppose Mr. Fearey disputes it, is there one man in Smith, Pratt & Herrick's factory who can state whether these prices are correct or not?

Mr. LYNESS.—There is not.

[Mr. Dulin offered in evidence the schedules referred to, containing a list of the prices asked by the employes, and of the prices paid by Smith, Pratt & Herrick, Shoemaker & Pabst and the Fearey Manufacturing Company; also the original request of the employes, containing the prices asked by the employes. They were received in evidence and marked 1, 2, 3, 4, 5 and 6.]

MICHAEL LYNESS, being recalled on behalf of the the employes, testified as follows:

This price list is correct, to the best of my knowledge and information.

Q. How did you get your information? A. I got my information in regard to this price list in this way; this price list was submitted to arbitration; this price list is now tacked up in the factories at Stoneham; it went into effect in June, 1886, and continues in force until June, 1887; these prices are in effect now in all the factories in Stoneham that make this grade of work; where this grade of work is not made it does not affect them; this work specified here is of an inferior grade to that manufactured by the Fearey Manufacturing Company, especially on the men's work; his great cry is on the ladies'

work; \$1.30 is paid here without a button fly; it would bring the price for that with the button fly, if the cutter was to cut it, to \$1.55 in Stoneham; we ask for a kid shoe \$1.40 here; in the city of Stoneham, or village of Stoneham (I think it is nothing but a town), they get \$1.55.

[This list of prices paid for cutting in Stoneham, Mass., was offered in evidence. It was received in evidence and marked 7.]

Adjourned to March 30, 1887, at 10 o'clock, A. M. At which time

GEORGE D. FEAREY, being recalled on his own behalf, testified as follows:

I had some talk with the firm of Sanborn & Mann in regard to the prices paid at Stoneham, and it was stated to me that the price of the labor on a shoe at Stoneham had been enhanced to such a degree that already four or five manufacturers had left Stoneham, and as far as the firm of Sanborn & Mann was concerned, they are selling shoes for either no profit or a cent and a half a pair, ninety cents a case, and that the whole matter was very unsatisfactory to them.

The last part of this statement, "that it is very unsatisfactory," was objected to.

By Commissioner ROBERTSON:

Q. Where did you get this information? A. From the firm of Sanborn & Mann, this very firm.

Q. What member of the firm? A. Mr. Mann.

Q. He does business at this place? A. He does business, has a factory at Stoneham.

Q. You say, as I understood you, that several of the firms doing business in Stoneham, who have been doing business under this price list, have left Stoneham? A. Yes, sir; they have left.

By Mr. DULIN:

Q. I would like to ask you when you were talking to Mr. Mann? A. My impression is that it was last October; I would not state positively.

By Commissioner ROBERTSON:

Q. You say that several of the persons doing business at Stoneham when this price list was in force have left Stoneham? A. I don't say when they left; I say that several of the firms in business in Stoneham have left Stoneham.

Q. Have you any knowledge that any of them have left Stoneham since the establishment of these prices? A. I know of one positively.

Q. That has left since these prices were established? A. Yes, sir; the firm of Nash Brothers; they have gone to Fishkill Landing; Mr. Nasin stated, in my presence, that the reason they left Stoneham was on account of high prices; I would state that the places in the east that seem to be in the same condition as Albany are Stoneham, Haverhill, Lynn and Brockton; those are the principal towns; there are some other smaller ones.

Q. What do you mean by being in the same condition as Albany? A. That the manufacturers are thinking of leaving because they can't produce a shoe and sell it at the price that others sell it.

By Mr. DULIN:

Q. Are there any other manufacturers in Albany who are talking of leaving? A. They don't make as cheap work as we do; there is another who has been talking of leaving within six months; in fact, I don't know but he is talking of leaving now; he has had the matter under consideration within six months; the reason I state this is because I object to having price lists brought up to figure prices for us where they are having exactly the same trouble that we are.

Mr. DULIN.—We are opposed to going outside of the city of Albany for prices and have opposed it all along.

Commissioner ROBERTSON.—I will say right here that as far as the price lists in places in the immediate neighborhood of Albany are concerned it might be different, but price lists at a great distance from Albany cannot have much bearing on this investigation unless we went into all the circumstances. The expense of conducting business in Stoneham might be so different; the price of living, rent and other things might be such that a man might be able to work cheaper than he could in Albany. The same might be said that the manufacturer getting his goods made in that place might be able to sell the goods cheaper than the manufacturer in Albany. While I have been willing to hear this, I don't regard it as very important.

Mr. FEAREY.—In answer to the statement of the judge, I will say that in these days of telegraph and rapid transit one hundred and fifty or two hundred miles is very close by, and we have to compete directly with those parties, and if they cannot be taken into consideration we might as well drop the whole matter here. If we are not able to get prices to compete with others in the same line of business we might as well quit business and leave Albany; if it is claimed that the prices in Lynn, Haverhill and such places have no bearing on the question.

Commissioner ROBERTSON.—I don't say that, but it may be necessary to show the conditions under which the work is done.

Mr. FEAREY.—We stand ready to file that proof if it is considered necessary.

Mr. DULIN.—We claim that at least two of the manufacturers in Albany are making the same grade of goods as Mr. Fearey.

Mr. FEAREY.—There is not a shoe manufacturer in Albany who is making the same grades of shoes as the Fearey Manufacturing Company. I have said, and I say now, on every shoe that is sold at the same price as their price list I am willing to pay the same price for the work as Shoemaker & Pabst and Smith, Pratt & Herrick.

Mr. DULIN.—Mr. Fearey said that he would pay the same price on a shoe that was sold for the same money. I think it should be the same grade of shoe.

Mr. FEAREY.—That I consent to. I would like to state now a statement that I made, but it wasn't positive. The plan was offered in the hope that something might come out of it. The plan was to make two or three grades of goods, specifying them, and wherever we sold a shoe for the same price as Shoemaker & Pabst or Smith, Pratt & Herrick, we should pay the same prices they did; for certainly, I said, it would be very unjust for us to pay a lower price than any other manufacturer in Albany on the same grade of shoe. We have never asked it and we would not take it. We do believe that the whole system could be graded according to some plan so that we could make both the grades, thereby increasing the production and increasing the earnings of our workmen. We are now only making one grade; it is sort of a mongrel; it is not quite as good as the shoe that is made here, and it is a little better than the eastern shoe. We want to make as cheap a shoe as the eastern firms, and we want to make a little better shoe than the others. The line that we used to make, and have made a great many of them, has been taken away from us by those factories who are selling them cheaper in the east, and we wish to regain the trade that we have lost. It is not a new line; it is an old line, a line that we made our money on in years past. We want to regain what we have lost, regain our foothold, and thereby regain larger wages for our men.

MICHAEL LYNESS, being recalled on behalf of the employes, testified as follows:

Q. How many factories are there in Brockton? A. About fifty.

Q. About how many shoe factories are there in Haverhill? A. There are over one hundred.

Q. About how many shoe factories are there in Lynn? A. There is said to be about 175 in Lynn.

Q. When were you in Stoneham? A. I was in Stoneham in November.

Q. Did you notice this factory that was spoken of by Mr. Fearey? A. Yes, sir.

Q. Did you notice any alterations that were going on? A. Yes, sir; they were putting an addition on.

Q. They were increasing the facilities, were they? A. Yes, sir.

By Mr. FEAREY:

Q. Do you know why they were increasing their facilities? A. No, sir; they told me they were increasing their facilities, and after a while, if I was to drop down that way they would give me work.

Q. Do you know that they are going to add a line of men's goods? A. No, sir; they didn't say they were going to make any new line of goods; the cutter said they were going to have additional facilities for their present line of goods; that is, they were going to have a larger cutting-room and have room for more cutters.

Q. How large a cutting-room were they going to have? A. I could not say exactly; about as large as this room, I think; I should think they would have room for thirty or forty cutters.

Mr. FEAREY.—I will state for the information of the Board, that he was going to make a line of men's work.

The WITNESS.—They had been making a line of men's work, hadn't they?

Mr. FEAREY.—Yes; but they were going to increase their production of men's work so as to make up for a falling off in other lines, and that is the reason they were increasing their facilities. That is what was told to me.

JOHN FITZSIMONS, a witness called on behalf of the Fearey Manufacturing Company, being duly sworn, testified as follows:

Q. What is your business? A. We sell shoes on commission; shoe commission agent and jobber in the city of New York.

Q. Do you job shoes also? A. Yes, sir.

Q. You have carried more or less of the Fearey Manufacturing Company's goods? A. Yes, sir.

Q. Have you had samples of their goods also on hand to sell from? A. Yes, sir.

Q. State your experience in women's kid and grain goods? A. We can't handle women's goods made by the Fearey Manufacturing Company in the city of New York, on account of eastern goods being a better finished shoe for the money; consequently we can't use them, what they have turned out so far.

Q. Do you know the Morgan & Dorr shoe? A. No, sir; I have heard of the concern, but never have seen their goods.

Q. You have tried to sell the Fearey women's shoe, have you? A. Yes, sir.

Q. You sell a youth's shoe made by the Fearey Manufacturing Company, a youth's veal shoe? A. Yes, sir.

Q. What price have you sold it for? A. One that we get \$1.25 for.

Q. Will you state, for the information of the Board, the competition that has been on that shoe in the last year or so? A. The competition is becoming very great on that shoe; it is a very hard matter to hold trade; we have had to work exceedingly hard to hold any trade at all on it; in fact I think we are losing ground on it; it is a very popular priced shoe; if we could get it finished up a little nicer we could sell a great many of them.

Q. What is the worst competition you have on that shoe at the present time? A. Well, the hardest we have, I think, is the East New York, about the hardest price we have, just at the present time.

Q. What price are they selling a shoe of that grade to the trade in New York? A. About \$1.00 or \$1.05, I think, the last I heard of it; I showed it a short time ago to a party on Grand street, and he showed me a shoe to compete with them that he bought for \$1.00 a pair.

Q. Did he buy it in job lots or could he get any sizes that he wanted? A. He bought it regular.

Q. Was that person Mr. Cohen? A. Yes, sir.

Mr. FEAREY.—Mr. Fitzsimons stated that to me, and the next time I went to New York I went to Mr. Cohen and inquired about it, and he showed me a shoe that he bought (all sizes) for one dollar, four per cent off; that is, for ninety-six cents; and they promised to supply him with that shoe at that price.

The WITNESS.—I will state Mr. Cohen is a personal friend of ours and he buys all the shoes he can of us.

By Commissioner DONOVAN:

Q. What Mr. Cohen is that? A. Samuel Cohen, on Grand street and Sixth avenue; he also has a store in Paterson, N. J.

By Mr. FEAREY:

Q. Previous to those coming had you used any of our grain shoes lately? A. Yes, sir; we have tried to use them.

Q. State what success you had? A. We were not successful; the prices were a little too high, compared with other prices; the samples we have had lately they are moving off without any trouble at all; the prices are all right.

Q. What is your opinion of being able to build up a trade on those prices? A. We will have no trouble at all in building up a trade on them, provided we can get the same quality of shoe at the same prices; we supposed we were going to have them right along and we were very glad of it.

Mr. FEAREY.—I made up some samples and put them on the market at the prices at which others were selling them, to see whether it was the price or the quality of the shoe that prevented the sale of them.

Q. At the price you had been selling them you consider it impossible to sell them, do you? A. We could not sell them at that price.

Q. On goat and kid child's and infants' spring heel do you consider that we are beaten on the price of those also in New York city? A. We never could sell them to any extent.

Q. State the reason to the Board. A. The price is a little above what others are being offered, about that same grade of goods; that is the only trouble with them.

By Commissioner ROBERTSON:

Q. The goods that are sold in competition to these, that destroy the trade in these, were they as well made and as good material as the Fearey shoe? A. We suppose they are; our customers say they are.

Q. And can you give any reason why they should be made any cheaper than Fearey could make them? A. I couldn't give any reason; no, sir; we know they are being sold all the time; it wasn't any busted up concern that sold them.

Q. You purchased them from the regular trade? A. They were purchased from manufacturers and jobbers.

Q. And so far as you can tell, so far as your customers say, they are as good as Fearey's? A. They are.

Q. And as far as you know, it cost just as much to make them? A. Yes, sir.

By Mr. FEAREY:

Q. I understood you to say that they were finished a little better? A. They are; that is the reason they would buy them in preference to the Fearey shoe; the only trouble, as I said before, was with the finish of the shoe, the only trouble we could see; we have a good line of trade, or we have a good line of customers, and they would give us the preference if they could buy as good a shoe from us, as well finished as others.

Q. At the same price? A. At the same price, of course.

Q. They would not pay you twenty-five cents a pair more? A. I have not discovered any such.

By Commissioner ROBERTSON:

Q. Your theory is on all this business that whoever supplies the shoes that he speaks of and supplies the trade, they are made at a less expense.

Mr. FEAREY.—Well, they must be; the leather is the same, the sole leather is the same, and where is the difference?

Commissioner ROBERTSON.—The business may be better managed in those other places.

Mr. FEAREY.—We will prove the reason why these shoes can be manufactured cheaper than ours.

By Commissioner ROBERTSON:

Q. You don't find, in Mr. Fearey's goods, imperfectly made shoes?

A. No, sir; not to any extent; we suppose they would not send them down to us if they were imperfect shoes.

Q. I know, but as to finish? A. The finish is the most that we have to contend with; we have done our best for four years now and we ought to have a larger trade on them than we have.

By Mr. FEAREY:

Q. I understand you to say that if you could have the shoe at a price to compete with those other manufacturers you could sell them?

A. I think we could.

Q. The grain shoe, as sent you, shows that fact, doesn't it? A. Yes, sir; it does.

Q. Do you feel that you could double your trade on the goods?

A. Yes, sir; without any trouble at all.

Cross-examination:

Q. Where do you do business? A. Sixty-three Reade street, New York city.

Q. Do you handle a ladies' kid button shoe of Mr. Fearey's make?

A. We don't now.

Q. Have you formerly handled it? A. We tried to.

Q. What did you pay a pair for those? A. They were consigned to us.

Q. On commission? A. Yes, sir.

Q. What are you expected to sell them for? A. One dollar and seventy-five cents or \$1.85, I think; I think we had two grades at one time.

Q. You retail them to the trade at that price? A. We job them to the trade at that price.

Q. You say the finish was not as good as the eastern made work, Mr. Fitzsimons? A. Yes, sir, I said so, at anything like those prices.

Q. Did you ever handle anything else in the line of a ladies' kid button shoe, made by the Fearey Manufacturing Company? A. Not that I remember.

Q. Have you ever handled a sheepskin shoe with a kid finish? A. No, I don't think we did.

Q. Have you ever been through the Fearey Manufacturing Company's factory? A. Yes, sir; partly through.

Q. Do you know who finishes the shoes there? A. I don't know the names of the parties.

Q. Is it male or female help? A. I have seen both male and female, I think.

Q. In answer to a question of Mr. Fearey's, you said that you could sell the shoes if the price was right? A. Yes, sir.

Q. I understand from that if it was lower down you could almost double your trade? A. If it was as good a shoe as other parties have at the same price we could sell it, all things being equal.

Q. Could you double your trade? A. Yes, sir; we could on certain shoes.

Q. What shoe is competing with it; I am talking now of this ladies' button shoe; what particular shoe is particularly competing with it? A. There is not any one particular shoe.

Q. Then it is not the East New York shoe that is particularly competing with it? A. Not on the ladies' shoe; I don't know anything about the East New York ladies' shoe.

Q. Are you acquainted with the work made by Shoemaker & Pabst in this city? A. I may have seen some of it but have not examined it particularly.

Q. Do you know anything about the shoes made by any other manufacturer in the city of Albany? A. I used to know something about the work manufactured by Mr. Dodge, M. W. Dodge, but I have not seen it lately.

Q. How long have you been handling Mr. Fearey's goods? A. It is over three years; four years this coming summer.

Q. Do you know anything about what this \$1.75 ladies' shoe would retail to the public for? A. It would depend on the locality in the city where we sold it; different places get different profits; you can't tell anything about that in New York city; there is a great variety of prices.

Q. Do you handle any of the Bay State Company's goods? A. No, sir.

Q. What shoes are you handling at the present time that take the place of Mr. Fearey's work? A. We haven't anything at present.

Q. You are not selling that line of goods? A. We don't sell alongside that line of goods.

Q. Did you sell anything in the same line of goods before you took up Mr. Fearey's? A. No, sir; because we just started business at that time.

Q. Then, if I understand you right, all the goods of that particular line that you ever did sell was Mr. Fearey's goods; how far back was it—for the last four or five years? A. We just started the business when we commenced selling Mr. Fearey's goods.

Q. Were you in the same business at any time before that? A. Not in the same line of business; I was in the jobbing business, selling goods in the city there.

Q. Were they a jobbing house that you sold goods for? A. Yes, sir.

Q. You have never handled any goods of the same grade as Mr. Fearey's either before or since you have handled Mr. Fearey's goods? A. No, sir.

By Mr. FEAREY:

Q. You have handled women's kid button, haven't you? A. Oh, yes; we are selling a kid shoe now; I thought he referred to grain shoes.

By Mr. DULIN:

Q. What are you selling it for? A. One dollar and sixty-five cents.

Q. Where is it manufactured? A. It is manufactured in Lynn.

Q. Who is the maker? A. Harney Brothers.

Q. Will they compare with Mr. Fearey's shoe? A. Yes, sir; a good deal better.

Q. In what respect? A. Well, the finish and the general appearance of the shoe.

Q. How is the stock? A. The stock of what we are using now is a bright dongola.

Q. Mr. Fearey's stock is as good as that, isn't it? A. We have not any way to compare them now; we haven't any of his goods in stock.

Q. In your experience in the business, can women finish shoes as well as men? A. I can't tell; I have sold a good many shoes, but I never made one or made any part of a shoe.

By Mr. FEAREY:

Q. In your experience in the business, do you think females should receive double as much wages for finishing a shoe as men get? A. I should not think so.

By Mr. DULIN:

Q. Don't you think they should receive just as much if they do the same amount of work? A. Yes, sir; if they do it equally as well.

By Commissioner DONOVAN:

Q. Are you a member of the Shoe Manufacturers' Association of New York? A. No, sir.

Q. You are acquainted with members of that association, are you not? A. I suppose I am.

Q. Can you tell me whether any of the members of that association make the same line of shoes as Mr. Fearey; do Hanan & Co.? A. No, sir.

Q. E. C. Burt? A. No, sir.

Q. Arthur Kenny? A. No, sir; they merely make shoes; that is as near as they come to the line; they all make finer shoes.

Q. Garside & Son the same? A. Yes, sir.

Q. Do you know whether John H. Busker & Co., of New York, make any women's shoes? A. I have no knowledge of him at all.

Q. Or James Mean? A. I don't think he does.

Q. Do you know any line of goods manufactured in New York or Brooklyn, or that vicinity, of the same line as Mr. Fearey's? A. I think there are goods manufactured in Brooklyn now about the same line that I hear considerable about; I think there is a concern over there, M. Ryan, I think they make some shoes of about the same lines as Mr. Fearey does.

Q. About the same quality? A. About the same grade, yes, sir.

Q. Where is Mr. Ryan's factory situated? A. It is in Williamsburgh; I don't know the address.

Q. In reference to the sales of Mr. Fearey's goods, have you sold any to Mr. Davis, of Brooklyn? A. Where is his place of business?

Q. On Fifth avenue. A. Yes, sir; is that John A. Davis?

Q. John A. Davis. A. I sold him some of Mr. Fearey's goods about a year ago, I think.

Q. Have you sold any to O'Hare, of New York, on Grand street, have you sold any to him? A. No, sir; I know him, but I haven't sold any to him.

Q. Have you sold any to the dry-goods houses, such as Ridley's, Lord & Taylor's, and houses of that class? A. I have sold Lord & Taylor.

Q. Some of Mr. Fearey's goods? A. Yes, sir.

Q. Is not the competition in this class of goods brought about a good deal by the sale of them in dry-goods houses? A. I don't think it is.

Q. In regard to prison-made goods, do they manufacture them in Auburn? A. I think they do.

Q. You cannot tell the name of the contractors who make those goods? A. If it is the same as it used to be, it is Dunn, Barber & Co.

Q. In Sing Sing prison, do you know who manufactures there? A. I do not.

Q. Do you know who manufactures in the Albany penitentiary? A. It is the East New York, isn't it?

Q. In the Kings County penitentiary, I suppose you have knowledge of that? A. I have not; I don't know as there are any shoes manufactured there.

Q. You have seen some of the goods, have you not? A. Yes, sir.

Q. Do they compare favorably with Mr. Fearey's goods, or are they better quality? A. They are not better quality; they are about the same, but they sell a little under Mr. Fearey's.

Q. Can't we take some particular grade of shoes? A. The one I refer to is a youth's split shoe.

Q. That comes in competition with Mr. Fearey's youths' split shoe? A. Some of them it does.

Q. What do you sell Mr. Fearey's shoe for? A. We sell some for \$1.25 and some for \$1.05.

Q. What do the East New York shoes sell for? A. They sell some for a dollar.

By Mr. FEAREY:

Q. That \$1.05 is a price I have quoted you lately, is it not? A. Yes, sir.

By Commissioner DONOVAN:

Q. Do you know of any manufacturer in the city of New York who makes a grade of shoes that compete with Mr. Fearey's? A. I don't know of any; I don't think there is any unless it may be some little east side concern that only make a few shoes, that don't amount to anything.

Q. In the vicinity of New York you only remember one concern, kept by a man named Ryan, in Williamsburgh? A. Yes, sir; and there are one or two others; that I have heard of the manner of conducting their business.

Q. You have no knowledge of any shoe factories in New York that compete with him? A. No, sir.

By Mr. DULIN:

Q. What do you say is the price of Harney Brothers ladies' kid shoe? A. It is a shoe we sell on consignment; I know what it can be bought for though.

Q. Will you tell us? A. One dollar and fifty-five cents and six off.

Q. Will the other line of goods made by Harney Brothers compare with Mr. Fearey's in quality? A. What do you refer to by other lines?

Q. Misses' and child's. A. They make very few misses' shoes, pay no attention to it at all.

Q. What is the freightage from Lynn to New York; is it greater from Lynn to New York than it is from Albany to New York? A. Well, I think it is; I think it will average more, especially in the winter.

Q. I think it must be. A. You say it is greater from Albany to New York?

Q. No, sir; greater from Lynn to New York. A. Well, I don't think so; I think we have goods delivered to us for thirty-five cents by the new express — thirty-five or forty cents; I have forgotten what it is from Albany to New York; that is, including the cartage, of course.

Q. I understood you, to say if you were buying these goods from Harney Brothers you could buy them for \$1.46? A. One dollar and fifty-five cents, six off.

Q. Six off on a dollar or on the whole price? A. Six per cent off.

By Commissioner DONOVAN:

Q. Do you know any Rochester made shoe of about the same quality as that made by Mr. Fearey sold in New York city? A. I don't know of any of about the same quality.

Q. Or in any other shoe manufacturing centre in the State? A. I don't remember any now; I have a friend who is taking a line of goods that is made near New York, starting there lately; I have not seen them, but he says they are an elegant line of goods for the money; they are made at Fishkill Landing.

Q. Of the same grade as Mr. Fearey's? A. About the same grade, in grain and split only.

Q. Have you any knowledge of the goods that are manufactured in Newark, New Jersey? A. Only so far as slippers are concerned and men's work.

Q. I mean to compete with Mr. Fearey's goods? A. There is a line we hear a good deal about; that is Pat Hogan's goods.

Q. Do they compete with Mr. Fearey's goods? A. They compete with him only so far as they are a good deal lower in price.

Q. Are they anywhere near as good in quality as Mr. Fearey's? A. Our customers say they would like to buy Fearey's goods, but Hogan's come a great deal cheaper and they wear pretty well.

Q. Have you a knowledge of any similar class of goods manufactured in Philadelphia? A. No, sir; not that I can remember now.

Q. You don't know of any Philadelphia made shoe that competes with Mr. Fearey's? A. No, sir; if there are any made they are not offered for sale in New York city, that I know of.

Q. There is a shoe manufacturer at North Tarrytown — Silver; what does he manufacture? A. He manufactures ladies' fine shoes.

By Mr. FEAREY:

Q. Have you noticed, within the last two years, any improvement in the patterns, cut and general get-up of the Fearey shoe? A. Yes, sir; there is a great improvement in the lasts and patterns, and the fit of the shoe.

Q. You think it is better than when you first took hold of them, in the general appearance of the shoe? A. It is so much better that we can sell some of them now, and we could not sell any of them at first.

Mr. FEAREY.—I have brought up this to show that there has been an improvement in the shoe while it has been under my management. I have had charge of the business for four or five years. The management of the business has been criticised.

Mr. DULIN.—We will not dispute that.

Mr. FEAREY.—We have twelve hundred customers — twelve hundred persons who try to buy of us. They stop buying of you as soon as they can buy cheaper of anybody else, but the inclination is there yet.

By Mr. DULIN:

Q. If the Fearey shoe, the women's kid button, was finished as well as the Harney Brothers kid shoe, could you sell it in preference to the Harney Brothers'? A. I think we could; what I mean is, all things being equal; that is, the price and the finish.

Q. I understand the stock is as good? A. Yes, sir.

Q. What was your percentage on this \$1.75 shoe? A. Our commissions?

Q. Yes, sir. A. Five per cent.

By Mr. FEAREY:

Q. Is it not true that there is more solid leather, more actual leather in an Albany shoe than there is in an eastern shoe—more cost in that respect? A. Yes, sir; and there is more stock; they all acknowledge that there is more stock on the inside and counter and all that.

By Mr. DULIN:

Q. It is better stock? A. Yes, sir; it is better in that respect.

Q. Don't you think the reason they undersell the others is that they put more labor on the shoe and less stock? A. I don't know as it is.

Q. The shoe is finished better? A. Yes, sir.

Q. Have you ever seen that shoe that is stuffed with paper in the east, that shoddy shoe, that pancake shoe? A. Yes, sir; I saw one the other day.

Q. Will you explain to the Board how that is made up? A. I seen one the other day, supposed to be a kid button boot, sold for seventy cents; if the customer would take five cases, sold for sixty cents.

Q. What was that shoe made of? A. It was shoddy; the sole was almost wholly composed of paper, straw and everything else.

By Commissioner ROBERTSON:

Q. There is something like paper that is put inside of a shoe, is there not? A. There is a kind of cement and chips of leather stuck together.

GEORGE D. FEAREY, being recalled on his own behalf, testified as follows:

These are prices procured by myself from different people in different ways, the prices paid in different factories. The schedules offered indicate the prices and places and the parts manufactured.

[The schedules referred to were offered in evidence. Received and marked "8."]

By Mr. DULIN:

Q. What are these prices based on? A. Sixty pairs.

Q. I would like to ask Mr. Fearey who furnished the prices for Skowhegan? A. Part of them I got from a gentleman in Boston in secrecy, and part of them I got from—I can give the name of the party if it is necessary, but he did not want it given out; the majority of the prices I picked up through D. C. Bartlett, and he can prove all the prices if it is necessary.

Q. Who furnished the Skowhegan prices? A. I got most of them through D. C. Bartlett.

Q. Who furnished the balance? A. I got most of the prices from Mr. Bartlett.

Q. Who furnished the balance? A. I had a list, published in Boston, and Mr. Bartlett took that list and he writes me where he finds those prices to be correct; for instance, he writes to me: "I find those prices in Skowhegan correct, except in such and such respects;" if it becomes necessary to prove them I can prove some of them by the report of the State Board of Arbitration, and I can prove some of them by your man who went over east, I understand.

Q. From whom did he procure those prices? A. I could not say; I can ascertain, if you desire.

The testimony was then closed, both parties reserving the right to hand to the Secretary of the Board, on or before Monday, April 4, 1887, at 10 o'clock A. M., such additional figures as they desired.

Adjourned to April 4, 1887, at 10 o'clock A. M.

At which time the parties submitted further figures as to the prices paid by different manufacturers; and for the purpose of preparing another schedule, an adjournment was taken to April 6, 1887, at 12 o'clock M.

At which time the Board met and were attended by the same parties.

Mr. Fearey took the last schedule which had been prepared, for the purpose of filling in the price that he was willing to pay for each class and grade of work therein mentioned. It was agreed between the parties that the prices upon all work not mentioned in the schedule should be based upon the schedule of prices decided upon by the Board, Mr. Fearey and an expert supplied by the committee representing the employes, to go over the figures and place in the schedule such explanatory remarks as they considered necessary.

Adjourned to April 7, 1887, at 2.30 P. M.

At which time an adjournment was taken to April 11, 1887, at 11 o'clock A. M.

Both parties were notified to present, at that time, statements of the actual earnings of the employes.

April 11, 1887, at 11 o'clock A. M., the representatives of the employes appeared and presented such a statement, sworn to by the various employes mentioned therein.

Mr. Fearey sent the following communication to the Board:

"ALBANY, N. Y., *April 11, 1887.*

"WILLIAM PURCELL, *Chairman State Board of Arbitration:*

"DEAR SIR.—According to agreement made with your committee, our help were to keep at work pending your decision. Without notice from your Board the help left the shop in a body this morning, without permission from us.

"This breaks our agreement with your Board, and necessitates that the matter be withdrawn from arbitration, as between your Board and our firm.

"Very respectfully.

"GEORGE D. FEAREY,

"*President.*"

On the twelfth of April, the Fearey Manufacturing Company were again requested to present to the Board, at or before 3 o'clock P. M., April 13, 1887, a statement of the actual earnings of their employees for any four consecutive weeks within the last six months. The following reply was received:

"ALBANY, N. Y., *April 13, 1887.*

"C. J. MADDEN, Esq., *Secretary:*

"DEAR SIR.—Replying to yours, twelfth, would say that on the eleventh inst. our employees who are interested in the arbitration before you, left the factory without permission about 9 A. M. upon the demand of some men unknown to us. In the agreement to arbitrate before you, they had agreed to continue at work in their respective positions pending the investigation and settlement, except during such time as the factory might be idle on account of necessary repairs or other necessary cause of delay; the question of necessary delay to be left to said Board.

"The factory was not idle from any cause whatever; and when the employees left on the eleventh inst., the machinery was in operation, and all the cost and expense of running continued. Quite a number returned to work during that day, but some not until the next day, and some not until to-day. Having so plainly broken the agreement on their part, we thought the agreement to arbitrate was broken, and also that no arbitration, agreement or settlement would or could bind those who had so summarily and unreasonably broken the said agreement made between us and them, and your Board.

"Thinking that you may wish some evidence of the fact that they left while the factory was not idle, I have asked Mr. William Makeham and Mr. William Frazier to go before your Board *on that point, and on that alone.*

"Yours very respectfully.

"GEORGE D. FEAREY,
"President."

On April 14, 1887, the following communication was sent to the Fearey Manufacturing Company:

"ALBANY, April 14, 1887.

"GEORGE D. FEAREY, *President:*

"DEAR SIR.—Yours of yesterday, replying to the note of the Board of the twelfth, is received.

"You devote attention wholly to the temporary absence from your factory on the eleventh of employees interested in the arbitration, the bearing of which absence upon the agreement to arbitrate remains to be considered; and ignore the notification that the Board desired the presentation at 3 o'clock yesterday afternoon of the statement of earnings of employees, which at the close of last week's session you agreed to furnish. Request for that statement is here repeated, and the Board will be in session at 12 o'clock m. to-day to receive it.

"Yours, etc.

"WILLIAM PURCELL,
"President."

The Board met on the 14th of April, at 12 o'clock m., and the following witnesses were examined in reference to the matters mentioned in the foregoing correspondence:

NELLIE McMAHON, a witness called on behalf of the employees, being duly sworn, testified as follows:

By Mr. DULIN:

Q. Miss McMahon, will you please state to the Board what occurred when you left the factory on Monday last; you did leave it, did you not—came out to sign a paper or do something? A. Yes, sir.

Q. Will you please state the object you had in going out, and what occurred when you went out? A. To swear to what wages we had made for the last six months, to an average; what we could average at that time.

Q. You were informed that the Board of Arbitration desired evidence to that effect? A. Yes, sir—or not the Board; the master workman notified us to that effect.

Q. That you were wanted to give testimony to that effect? A. Yes, sir.

Q. Now state what occurred between you and Mr. Fearey when you went out. A. Mr. Fearey sent for me up-stairs from my room to go in the office, and he wanted to know if I was the shop committee, and I told him no; and he wanted to know who notified me about this meeting; he asked me where the shop committee was, and I told him she wasn't here and I was acting in her place; he wanted to know who notified me about this meeting, and I told him the shop committee; he wanted to know who gave them the notice and I told him I didn't know, and he said he thought the State Board ought to notify him about such business; if there was anything of the kind going on, he ought to get notice about it; and I told him I didn't know anything about it; then he spoke to the shop committee.

Q. Did he ask you what you were going for? A. Yes, sir.

Q. And did you state to him? A. I told him I did not know; I did not know at the time just what it was for, but there was a meeting called and we were to go.

Q. Did you tell him how long you wanted to remain out? A. I told him half an hour or an hour at the longest.

Q. When you got to the meeting what was done there that you were called out for? A. Nothing only just to give testimony; to state what I made—my wages; what they amounted to, at an average, for the last six months.

Q. Were the help told then to get back to their work as soon as possible after the statement was made? A. Yes, sir; just as soon as possible.

By Commissioner PURCELL:

Q. Did he make any objection to your going except what you have stated? A. No, sir; he wanted to know if a few could go at a time, and I told him I didn't know; we told him if he said we couldn't go we wouldn't go; that we would send word; he said that was hardly right to keep us back, if we wanted to go; that we would go anyway if we had to go; we told him no, we would not go if he refused to let us go; he said he did not think it right to keep us back.

Q. He left it at your own option? A. Yes, sir.

Q. What did you work at? A. Staying.

Q. When you came back to the factory you found a notice on the door? A. Yes, sir.

Q. The door was locked? A. No, sir; it was not locked, it was open.

Q. Did you go to work? A. No, sir; not at the time; some of them did not understand it right; they understood it was a lock-out and they did not go to work at first; Mr. Fearey told us if we went back we would have to go back under the reduction; that his contract was broken with the State Board; he said that to me; I was talking to him.

By Mr. DULIN:

Q. Were you informed that you were being made fools of? A. We were informed by him, but we did not believe it; he said they fooled long enough about this.

Q. Who fooled? A. We didn't know.

Q. Did you hear any statement by Mr. Fearey that the settlement of this case would not satisfy either the help or him? A. Yes, sir; he said that to me; he said he didn't think that the prices that the State Board would give would be satisfactory either to the help or to him.

CORNELIUS L. ADDIS, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Will you please state to the Board what you know about the hands going out to sign this statement as to the wages they received, and what transpired from the commencement, to your knowledge of it [witness shown a paper]; this is your affidavit, is it? A. Yes, sir.

Q. State anything about it that will afford the Board information? A. I was notified to attend a meeting at Van Vechten Hall, but I didn't know what it was for until after I got there; I found out that it was for the purpose of giving the average wages that we earned during the last six months.

Q. What transpired when you went out — when you left the factory? A. To the meeting?

Q. Yes, sir. A. Nothing, only giving our average wages.

Q. You were at work in the factory, were you not? A. Yes, sir.

Q. Now tell us what transpired from the time you started to go? A. We started from the factory and went to the meeting.

Q. Was anything said to you by Mr. Fearey, or did you say anything to him when you went out? A. He sent for me before we went.

Q. Tell us what transpired? A. I went in the office, and I think Mr. Makeham, the foreman, asked me who sent for me, and I told him that my master workman sent for me; and he asked me then, I think, if the State Board of Arbitration sent; I told him I didn't think they

had sent; not to me; and he said that a contract that he had with the State Board of Arbitration would not permit him to say yes, we could go, or no, we could not.

Q. Who was this? A. Mr. Fearey said this; but if we went we would have to go on our own responsibility, and he supposed if we wanted to go that we would go anyway; I told him no, that if he would not let us go that we wouldn't go, and I would send word that we wouldn't be let come to the meeting.

Q. What did he say then? A. I think he said after that, he repeated it again that if we wanted to go we would have to go on our own responsibility.

Q. What transpired at the meeting — anything except this testifying as to wages? A. No, sir.

Q. Did you then return to the factory? A. Yes, sir.

Q. What transpired when you returned to the factory; did you go to work immediately? A. Yes, sir; immediately; I would state that I took oath to that document that you just presented.

JAMES H. DULIN, being recalled on behalf of the employees, testified as follows:

By Commissioner DONOVAN:

Q. You were present, I believe, at the last meeting of the Board when we made the request, and it was agreed by both sides that the wages for four successive weeks should be presented to the Board? A. No, sir; I was not; I received a communication from the secretary, under date of April seventh, informing me of that fact and informing me, too, that a transcript of Mr. Fearey's books would be presented to the Board Monday morning at 10 o'clock, and if I desired to attend at that time and offer testimony in that relation, it could be given; the quickest time we could make to get them together — the best opportunity, we thought, to get them together from the time we received the notice, was Saturday evening; the help were requested to attend a meeting Saturday evening at half-past seven o'clock; at that time Saturday evening about sixteen or eighteen people, I should judge seventeen or eighteen people, appeared and testified to the matter, under that date, before a commissioner of deeds; we waited until near 10 o'clock, and no more appearing, and thinking that our testimony would have to be in before 11 o'clock Monday morning, they were requested to have the employees at Van Vechten Hall by 9 o'clock Monday morning; when they came there they were told what it was for, and after the testimony was presented they were told, individually and collectively, repeatedly to get right back and go to work;

that is about the whole facts of the case; it was reported afterwards to the meeting that this notice was up; I suppose that is covered by the other testimony; I would like to make a statement here that I considered the matter would not be presented as testimony; that is, those witnesses would not be produced before the State Board, and that you simply needed it for your own convenience to assist you, and that it had to be ready by 11 o'clock Monday morning; that was my understanding.

The board again requested Mr. Fearey to present a statement of wages paid to the employes, and a recess was taken till 3 o'clock p. m., at which time Mr. Fearey presented such statement, accompanied by a notice from the Fearey Manufacturing Company, that the submitting of this statement was not to be considered as a renewal of the arbitration.

Chairman PURCELL.—The decision of the Board is that the temporary absence of a number of employes on Monday, the eleventh of April, was not a discontinuance of work within the meaning of the terms of agreement, but was a necessity caused by notice of the Board, requiring evidence from employes as to wages received by them.

On the fifteenth of April the Board rendered the following decision:

George D. Fearey, president, appeared on behalf of the company, and Edward J. Nolan, James H. Dulin and P. S. O'Heaney represented the employes. Statements of the differences existing were filed by both parties, and testimony taking a wide range was received. The principal difference was upon the matter of wages, the company asking a reduction varying from fifteen to forty-five per cent, and the employes requesting an increase in kindred proportion. The evidence proved conclusively that the line of goods manufactured by the company, composed of men's, boys', youths', women's, misses', children's and infants' wear, is met in the market by competition from prison-made work, which reduces the margin of profit to such a low figure that the corporation is unable to make an advance in wages, while on the other hand the statement of the earnings of employes shows such a low average that they cannot stand a reduction and live. The decision of the Board, therefore, is, that the rate of wages paid by the Fearey Manufacturing Company prior to the commencement of the difficulties submitted for arbitration, or before January 29, 1887, shall be the rate payable from the date of the agreement of the sixteenth of March.

Some of the minor points of difference were settled by mutual agreement of the parties during the investigation.

Upon the request of the employees that payment of wages shall cover all work finished on the day prior to pay day, the decision is that it should be complied with.

The objection of the employees to the system of foremanship established in different departments of the Fearey manufactory, orso-called contract system, by which the overseers of the work are paid by the piece or pair of the production, instead of by weekly or other fixed salary, appears to be well grounded, and certainly gives much dissatisfaction. Its discontinuance is recommended.

The differences pertaining to shop discipline are of such a nature that the Board is of opinion that they can be best settled by agreement between employer and employees as their circumstances arise.

WM. PURCELL,
G. ROBERTSON, JR.,
F. F. DONOVAN,

State Board of Arbitration.

NEW YORK CITY.

Early in the year a strike took place in the shoe factory of Hanan & Son, caused by the refusal of the company to grant the request of District Assembly 91, Knights of Labor, for an increase of wages and for the discharge of an employe who was not a member of said organization. The strike failed, and resulted in all the employees leaving the Knights of Labor.

On the twenty-eighth of July the following communication was received from the Boot and Shoe Manufacturers' Association, of New York:

OFFICE OF

BOOT AND SHOE MANUFACTURERS' ASSOCIATION, OF NEW YORK, }
168 CHURCH ST., NEW YORK CITY, July 28, 1887.

To the Board of Mediation and Arbitration of the State of New York:

GENTLEMEN.—The firm of Hanan & Son, manufacturers of boots and shoes, Centre and White streets, New York city, are boycotted by the Knights of Labor, or certain bodies of the same. The said firm, a member of the Boot and Shoe Manufacturers' Association, of New York, a corporation organized under the laws of the State of New York, having applied to said association for relief, I am instructed by the same to submit the grievance to you as a proper subject for your interference under section 9 of the act creating your Board.

The association acts in this matter under section 2, article 2, of its constitution, which reads as follows: "To adopt such measures for the better protection of employers and employes as shall lead to the

promotion of harmony between all parties engaged with us in business; to arbitrate all differences; to avoid and to oppose such measures which unsettle our business and are not conducive to the public good."

With the most earnest endeavor to avoid all friction with organized labor and severe measures of self-protection, the association, as an incorporated body held to obey the laws and entitled to the protection of the same, appeals to your honorable body for a thorough investigation, and for such relief as may be in your power to grant.

Very respectfully.

CHAS. LENZ,

Asst. Secretary.

The Board placed the matter in charge of one of the members, who requested representatives of both organizations to meet the Board in New York city on the 11th day of August. On that day the following persons attended the meeting: On behalf of the Boot and Shoe Manufacturers' Association, Messrs. George Silver, President; Z. C. Waterbury, Secretary; John H. Hanan, John Cramer, Samuel Goetz, Abraham Garside, Henry E. Reddish and Charles Lenz; on behalf of District Assembly No. 91, Knights of Labor, John E. Gill, John Foster and John Dullea.

After a formal opening of the meeting, the Manufacturers' Association presented the following statement of the difficulty:

To the Board of Mediation and Arbitration of the State of New York :

THE BOOT AND SHOE MANUFACTURERS' ASSOCIATION OF NEW YORK (INCORPORATED) IN RELATION WITH DISTRICT 91, ORDER OF THE KNIGHTS OF LABOR, IN THE MATTER OF HANAN & SON, OF CENTRE AND WHITE STREETS, NEW YORK.

That District 91, Order of the Knights of Labor, or certain parties claiming to represent this body, have without a proper grievance or investigation, and against the usages of bona fide trades unions and labor organizations, declared and enforced a boycott on the goods (boots and shoes) manufactured by Hanan & Son ;

That the said parties, Gill, Foster, and others, claiming to act as the executive committee of said District 91, have caused circulars to be printed and to be distributed, calling on the general public to boycott said goods ;

That the said Gill, Foster, and others, petitioned other labor organizations for an indorsement of said boycott and to support their

petition, for purposes entirely foreign to the cause of labor, and with intent, had recourse to misstatements and various subterfuges ;

That in ignorance of the facts, a number of such organizations have indorsed the said boycott, through which action the firm of Hanan & Son has suffered great annoyance and heavy loss ;

That the firm of Hanan & Son is a member of the Boot and Shoe Manufacturers' Association of New York, and as such is entitled to its protection ;

That the said association desires, if possible, to avoid all measures of reprisal and every conflict with organized labor, and

Therefore calls on your honorable Board to thoroughly inquire into this complaint and grant to the applicant such relief as may lie in your power.

Our complaint and statement are as follows :

The employes of Hanan & Son, to April, 1887, had been members of the Order of the Knights of Labor. In the fall of 1886, the firm entered into written agreement with its employes, or a committee of the same, arranging a price-list for the season or until January, 1887. Said price-list had been renewed in a modified form, until June, 1888.

Some time in August, 1886, Mr. Gill, representing himself as an officer clothed with the authority of District 91 (composed of shoemakers of New York city and vicinity), called on Mr. John H. Hanan at his place of business and demanded the adoption of a new price-list, which he then and there submitted. Mr. Hanan refused to entertain the proposition, inasmuch as an agreement with his employes was then in full force and power. A committee of the employes confirmed Mr. Hanan's assertion as to the satisfactory character of such agreement, and then and there stated that in case of any difficulty the employes would abide with the agreement and stand by the firm. Mr. Gill remarked that the shop committee had not the right or authority to agree to a price-list, and left the office. At this interview Mr. Gill asked Mr. Hanan whether he refused to officially confer with Knights of Labor or their representatives, and received this reply : "I do not refuse ; I have recognized them before, as the agreement shows and the grievance committee of our shop will tell you."

On or about the 6th day of September, 1886, the firm of Hanan & Son received the following notice:

[EXHIBIT A.]

"Messrs. Hanan & Son:

"GENTLEMEN.—Your shop this day declared on strike looking to a recognition of our order, District 91.

"Communicate box 25, Brooklyn, N. Y."

Box 25, Brooklyn post office, at the time had been in the possession of Mr. Gill and others of District 91, K. of L.

The employes of Hanan & Son obeyed the order to strike, but informed the firm, through a committee, that they felt deeply humiliated at their action in violating the agreement and their written pledge, but they did not dare to disobey the District, though they would exert themselves to the utmost to have this wrong righted. Within half an hour of the committee's communication, the district committee, Mr. Gill, Mr. McDonald and another, called on Mr. Hanan. After some conversation the committee remarked that the firm might advance wages, if only nominally—say to the sewers two cents, and to the stitchers three cents; thus the committee would have a chance to pull out. Mr. Hanan replied that he would strictly adhere to the agreement entered into in writing with a recognized body of the Knights. Mr. Gill then said as follows: "Mr. Hanan, we can't call the strike off without some fruits for our trouble; you can take one man in the stock room and advance him one dollar a week; we don't care if you only keep him two weeks." Mr. Hanan would not entertain such a proposition, and stated that he would not become a party to such a subterfuge. After a short consultation by the committee, he was informed that the strike would be declared off.

The men were set to work the same afternoon.

During all this time, the proper authorities of District 91, and of the Order K. of L., had the privilege of the shop, not only to confer with the grievance committee and the steward, but also with each and every operative. At the first interview Mr. Gill had clearly recognized the fact (and so had stated) that the agreement then in force only covered the season ending January 1, 1887.

A few days after the strike the firm received from the shop grievance committee a notice appended hereto as Exhibit B.

Toward the close of the season a committee of the operatives called on the firm in relation to a price-list for the coming season. An agreement was readily arrived at and entered into.

On or about the 16th day of March, 1887, Mr. Gill, Mr. Foster and another called at the office of the firm and peremptorily demanded the discharge of a man named Dunphy, then and for four years employed in the stock-room, on the ground that the said Dunphy was not a member of the Order of the Knights of Labor, had made an application for membership, and subsequently refused to be initiated. Mr. Hanan replied that he did not know the man by name, knew nothing about his affiliations; but having been for some time in the employ of the firm he surely must be a faithful man, and for this reason alone he (Hanan) would refuse to discharge Dunphy.

Furthermore, his discharge for the reason advanced by the committee would be a violation of the conspiracy act and Penal Code, by depriving Dunphy of his livelihood.

A strike in the stock-room was then threatened for twelve o'clock.

Mr. Gill insisted that the firm had entered into an agreement for one year. This was denied, and the executive committee referred to the shop grievance committee for reference. Mr. Gill refused to confer with this committee, claiming to be superior to it. Asked to put his demand for the discharge of Dunphy in writing, Mr. Gill sat down and commenced writing, but after a moment's reflection he arose and said: "I guess we will not commit ourselves." They then withdrew.

In relation to this demand, we wish to state that Dunphy never made application to join the Order, and never was asked to become a member, according to the provisions of the constitution of the Order or its usages. Therefore the demand for the discharge of Dunphy was arbitrary, irregular and unconstitutional.

Mr. John H. Hanan thereupon called the operatives of the firm together, notified them of the demand made and of the answer given, and was sustained in his decision by the grievance committee and a majority of those assembled.

The strike was ordered and twelve men left the stock-room. Mr. Gill then threatened a general strike. To prepare a foundation for such an order, he caused about fifty of the employes (mostly or nearly all boys) of the firm to hold an irregular meeting, deposed the constitutionally elected grievance committee, and arbitrarily substituted a new one who called on the firm with a demand to discharge Dunphy in accordance with the orders of District 91. Mr. Hanan refused to recognize this committee as an illegally elected body, not representing the will or wishes of a majority of the firm's employes.

A general strike was then ordered. Of the five hundred employes, all but sixty-one refused to obey the order, remained at work, severed

their connection with Order of the Knights of Labor, and organized an open trade union.

Within two weeks after the commencement of the strike, the shop of Hanan & Son was again in full working order, not a few of the strikers having returned to work. Meanwhile the shop had been picketed and numerous assaults on the old employes has taken place.

Mr. Gill and others were arrested and are now under due process of law.

Six-sevenths of the employes having remained at work, with no intention to forfeit their character as union men, or to assume that of scabs, only having severed their connection with one of many labor organizations after the same had, in their opinion, lost its usefulness to the cause of labor and become the only means of support and a machine for a number of irresponsible and distrusted parties, the strike, according to the usages in such cases, should have been dropped as without an object. The fact of Hanan & Son's employes leaving the order is not an isolated one in the shoe trade. A majority of the shoemakers in New York are to-day more or less in open rebellion against the aimless, vacillating, extravagant and financially irresponsible management of District 91, and throughout the country the shoemakers in the Order clamor for self-government and the organization of an international union. The four hundred employes of J. & T. Cousins, 199 Grand street, this city, have within a few months also severed their connection with the Knights of Labor, and applied to the American Federation of Labor for a charter. It is a fact, which your honorable Board easily can ascertain, that amongst the craft the employes of Hanan & Son are not held to be scabs. For reasons this inquisition will make clear, Hanan & Son were by Gill, Foster and others selected as victims, not so much for the supposed shortcomings of the firm as for purposes of revenge on its employes, who, as first-class mechanics and men of good repute in the labor world for a long time, had protested against the arbitrary rule of the ring then controlling the policy of and action of District 91, and were devising ways and means to supplant the irresponsible administration of District 91 with one having its source in the free choice of the members in good standing and the constitution of the Order.

To satisfy this spirit of revenge, and to strike a telling blow at the employes of Hanan & Son, Gill, Foster *et al.*, declared a boycott on the goods produced by said employes without submitting the matter to the constitutional authorities of the Order. It has been solely and simply the act of a few, not affected by any strike or lock-out. After the boycott circulars had been widely distributed, and the fact of the

application by shoemakers in New York for a charter to the American Federation of Labor became known, Mr. T. B. McGuire, of the National Executive Committee of the Order K. of L., called on Hanan & Son and then and there stated that the action of District 91 was unconstitutional, arbitrary, and not supported by the facts, and that the firm had not violated its agreement while its employes were yet members of the Order in good standing.

Annexed hereto are Exhibits E, F, G, as proof of the boycott declared and of its enforcement:

[Exhibit E, stenographic report.]

[Exhibits F, G.]

To the charge made by Mr. Gill and others that Mr. John H. Hanan has been the principal mover in the organization of the boot and shoe manufacturers of New York for offensive purposes against the honor, welfare, and very existence of organized labor, we state that it is not true, and either made for dishonest purposes or from a want of knowledge of the facts. The Boot and Shoe Manufacturers' Association of New York was originally organized in March, 1886, to abate certain nuisances in the trade, the result of unhealthy competition and of the lack of a uniform system of measurement.

In April last the association had been reorganized and incorporated, and its objects expressed in its constitution as follows:

"First. To discuss all questions pertaining to the general welfare of its members, to further the interests of the boot and shoe manufacturers, and, in connection with our sister societies now existing (or to be formed), promote the interests of the trade, and of industry generally.

"Second. To adopt such measures for the better protection of employers and employes as shall lead to the promotion of harmony between all parties engaged with us in business, to arbitrate all differences, to avoid and to oppose such measures which unsettle our business and are not conducive to the public good.

"Third. To demonstrate to our employes that our interests are interdependent; consequently all laws affecting our trade must be considered justly, jointly, if they are to operate to the benefit of all.

"Fourth. For the better protection of the members of this association against unwarranted and illegitimate outside influences, and for the promotion of harmony amongst the members hereof, and of the general welfare of the community, to unite on such measures and to abide with such agreements as shall hereafter be entered into.

"Fifth. To favor the advancement, development, and protection of the interests of all parties engaged in the manufacture or sale of

boots and shoes, and in the industries connected therewith; and to encourage good fellowship, a more enlarged and friendly intercourse, and for benevolent purposes."

Immediately after the organization of the association at the first meeting of the complaint and arbitration committee (to whom all labor matters are constitutionally delegated), it was unanimously decided strictly to adhere to the principle, founded in justice, that labor as to organization enjoyed the same rights as any other body of men; that this principle dictated a policy of conciliation and of coöperation with organized labor; that trade unions of the character of the "cigarmakers," "typographical," and "bricklayers" international unions were conducive to the public good; but that with organizations of undefined character, loose construction, mobile and mixed elements embodying the germs of disintegration, and thus lacking the guarantee of order, discipline and stability, friendly and business relations were not possible.

The committee unanimously agree to recognize any bona-fide union of shoemakers, and instructed the secretary, when necessary, to inform the authorities of the American Federation of Labor of the honest desire on the part of the Boot and Shoe Manufacturers' Association of New York to coöperate with the same in all matters tending to promote the interests of all concerned in the making of boots and shoes and of the community at large.

All of which is herewith respectfully submitted.

For the Boot and Shoe Manufacturers' Association of New York,

CHARLES LENZ,

Assistant Secretary and Superintendent.

A member of the committee of the Boot and Shoe Manufacturers' Association stated that if the boycott were not removed there would be a general lock-out of the trade. On behalf of the District Assembly, Mr. Gill stated that they had no knowledge of a lock-out, or intended lock-out, in New York or Brooklyn. He also stated that he had no knowledge of a boycott on Hanan & Son's goods.

It was admitted that there was no contention between the parties prior to April, 1887; and Commissioner Donovan inquired if the friendly relations theretofore existing could not be restored. The representatives of the District Assembly were not prepared to answer this question, and it was intimated that if time were granted for the consideration of the matter both sides would probably offer terms of settlement. The meeting then adjourned.

At the next meeting, held on the 20th of August, no proposition of

settlement was offered by either side. Neither party desired to take the initiative in the matter, because of the effect which such action might have upon the criminal proceedings instituted by Hanan & Son against the members of the District Assembly committee. Commissioner Donovan suggested the adoption of the following terms of settlement:

That the District Assembly accept the scale of prices which the firm and its employes have agreed upon, and which is now being paid in the factory, and that they withdraw their demand that a certain employe be discharged. That the firm abandon the criminal proceedings against the District Executive Board. That the employes of Hanan & Son be invited to meet and decide whether they shall again become affiliated with the Knights of Labor or not. And that, in any event, a voluntary board of arbitration be created, to whom all future grievances shall be referred for investigation and settlement.

This proposition was rejected by the representatives of the District Assembly, and the conference came to a close.

As before stated, criminal proceedings were commenced against the members of the committee of the District Assembly, upon complaint of John H. Hanan, that they unlawfully conspired to prevent him from exercising his trade or calling and to prevent him from doing an act which he had a lawful right to do. After an examination before Judge Solon B. Smith, the prisoners were held to await the action of the grand jury. In the case of one of the prisoners, writs of *habeas corpus* and *certiorari* were granted by Hon. George C. Barrett, a justice of the Supreme Court, who subsequently decided that the prisoner was lawfully detained in custody, and ordered that the writs be dismissed. An appeal was taken from this decision, which appeal is still pending.

On account of the pendency of these proceedings, the Board decided, after further correspondence with the parties, that it was not advisable to take further action in this case.

BRICKMAKERS.

VERPLANCK LANDING.

In July, 1886, a strike and lock-out occurred in the brick yards of Verplanck, where about 1,000 men were employed. The difficulty grew out of the disputed construction of an article of agreement between the manufacturers and their employes, made at the commencement of the brickmaking season, involving wages, time and method of payment, and other matters of a similar nature. On the

28th of July, 1886, five manufacturers, representing the Brick Manufacturers' Association, and the executive committee of the Local Assembly of Knights of Labor, on behalf of the employees, submitted to the board, in writing, all questions in dispute, both sides agreeing to abide by the decision. The Board met at Verplanck on the second of August, and spent two days examining the yards and taking the testimony of witnesses. On the seventh of August the following decision was rendered:

"In the matter of differences between the brickmakers of Verplanck, N. Y., and their employees, submitted for decision to the State Board of Arbitration, the following charges of violation of agreement by the former were presented by the latter:

"1. Clause two of agreement violated by docking men for not working after four o'clock on Saturday.

"2. Clause three violated by refusing to pay in full every two weeks.

"3. Clause six violated by not giving forty-five minutes for breakfast and one hour for dinner.

"4. Clause seven violated by discharging a member of organization without a proper investigation.

"5. Clause eight violated by refusing to pay the twelve and a half cents in advance of the highest wages paid July, 1885; also that they have made reduction for working half-night at brick burning.

"The schedule of wages claimed according to clause eight is as follows:

	Per day.
Pit shovelers	\$2 37½
Dumpers	2 37½
Sanders	2 25
Molders	2 25
Truckers	1 62½
Brick-setters	2 12½
Brick-wheelers	1 87½
Teamsters	1 87½
Bank men	1 87½

"The agreement charged to be violated reads as follows:

"VERPLANCK, N. Y., April 27, 1886.

"AGREEMENT at Verplanck, on above date, between the undersigned brick manufacturers, for their own part, and John G. Caville, Ralph Robb and James Ryan, representing the employees.

"1st. That 21,000 bricks, including hacking, for common brick machines shall constitute a day's work.

"2d. That yard men get four (4) o'clock quit on Saturdays.

"3d. That each employe shall be paid every two (2) weeks his full earnings.

"4th. That every employe can trade where he feels disposed to trade.

"5th. That all-night and Sunday work shall be paid at the rate of double pay, with the exception of brick burning and hacking.

"6th. That yard men get forty-five minutes for breakfast and one (1) hour for dinner.

"7th. That no employe shall be discharged for belonging to any labor organization without proper investigation.

"8th. That the wages to be paid men employed in the making of brick from May 1, 1886, until May 1, 1887, shall be twelve and a half cents per day in advance of the highest wages paid, and no reduction or advance shall be made or considered, under any circumstances, by either of the contracting parties.

"9th. The full text and spirit of this agreement shall be binding on both of the contracting parties until May 1, 1887, and the representatives of employers and employes shall jointly hold a meeting on or about the 1st of April, 1887, and arrange rates and conditions for the next year; twenty days prior to which, notice shall be given to all concerned, so that they may select representatives to such meeting."

The conclusions of the Board upon the charges, after a full hearing of both sides, which involved the taking of a large amount of testimony, are as follows:

"Charge 1. There is no evidence to prove a violation of clause two of agreement. In the single instance cited to sustain this charge, the employe was docked not for not working after 4 o'clock on Saturday, but because his employer was satisfied that he had failed to perform his proper day's work up to that hour.

"Charge 2. There is no evidence to prove a refusal to pay in full every two weeks. On the contrary, it is shown that the employes obtained their pay whenever they asked for it, and that default of 'payment in full every two weeks,' in all cases where it occurred, was not owing to refusal on the part of the employers, but to the neglect of the employes to call for what was due them at the end of the prescribed period.

"Charge 3. The evidence shows a violation of the clause with regard to the breakfast and dinner hours, at one yard, in only two instances. But the fault was that of the engineer in blowing his whistle, and his action was without the knowledge of the employer. The time lost was afterwards made up to the men.

"Charge 4. The evidence shows the discharge of two men by one employer for neglecting to perform work to his satisfaction. Membership of organization does not appear to be in any manner connected with the case, which was not one that called for investigation, beyond establishment of the fact to the satisfaction of the employer, by his own observation and inquiry, that the service desired and paid for was not being rendered.

"Charge 5. The evidence proves that at the time of signing the agreement made April 27, 1886, attention was called to the fact that the words 'the highest wages paid' were susceptible of two constructions: one, that they meant the highest paid in any yard July, 1885, for pit shovelers; the highest paid in any yard for dumpers, and so on to the end of the different grades of labor, all constituting a schedule upon which the advance of twelve and a half cents for each grade was to be made in all the yards, so that all would pay alike, regardless of inequalities of work and working facilities, in the same grades of labor in the different yards; the other, that they meant the highest paid in the several yards, July, 1885, each considered as having a schedule of its own upon which the advance of twelve and a half cents for each grade was to be made. The contracting parties who made and signed the agreement were the employers in person, to the number of thirteen individuals and firms, and a committee of three persons who represented the employes. A number of the employers testified that attention was drawn to the ambiguous character of the words of the eighth clause, and that the chairman of the committee representing the employes, who had prepared and presented the draft of agreement, gave it the construction that each employer was to advance twelve and a half cents on the prices paid in his own yard, July, 1885; that with that understanding they signed it; and that without that understanding they would not have signed it. On the other hand, two of the committee of three who represented the employes, the third not being accessible, testified to the contrary, that they construed the clause, and so stated, to mean that the employers were to advance twelve and a half cents upon the highest wages paid for each grade of labor in any yard, July, 1885. And the testimony of employes showed that they had imbibed such an understanding of clause eight, and were disappointed that their wages had not been advanced accordingly. It is impossible to accept the evidence of one side of this disagreement without entirely discrediting that of the other. The case is one of misunderstanding which, in the judgment of the Board, calls for compromise. It is, therefore, decided that as the making of brick is a work that com-

mences about the first of May and ends about the first of November, covering a season of six months, and as payment for the months of May, June and July have been made upon the construction given clause eight by the employers, wages for the months of August, September and October shall be advanced twelve and a half cents per day upon those payments for each grade of labor. And it is suggested that when, in accordance with clause nine of agreement, the employers and employes come together, in April next, to arrange rates and conditions for the ensuing year, they cause the contract to be so framed that there can be no question as to its meaning. There was no evidence to sustain the charge made of reduction in wages for working half-night at brick burning.

"A supplemental charge was made that several employers conduct general stores, patronage of which by their employes is given under duress. While the evidence failed to sustain the charge, it showed that purchases could be made elsewhere to better advantage than at those stores. And it was frankly admitted by one of the employers that he felt more favorably disposed toward those of his employes who patronized his store than those of them who did not. This system of store trade, coupled with the carrying on of manufacture, works unfavorably to the wage earner at its best, is pernicious in influence and consequences, must be condemned, and should be abandoned where it is practicable to do so."

So far as the Board was informed, the trouble was then settled.

At the commencement of the brickmaking season of 1887, eleven of the thirteen brick manufacturers determined to deal directly with their employes, and refused to treat with the Local Assembly of Knights of Labor or make any agreement with them for the ensuing year. The men refused to work on these terms, and the manufacturers were unable to retain in their employ workmen brought from other places; and after a vain attempt to manufacture brick, these manufacturers closed their yards, and they remained closed for the balance of the season.

The following testimony shows that the primary cause of this difficulty was the dishonorable action of the Local Assembly of Knights of Labor, who, in August, 1886, repudiated the agreement made by their executive committee, and refused to accept the decision of the Board. Owing to this breach of faith, the manufacturers declined to have any dealings with the organization in the spring of 1887.

The attention of the Board having been called to the matter, a meeting was held at Peekskill on the 9th of August, 1887, a representative of the manufacturers and a committee of the Local Assembly

being present. After every effort to effect a settlement by mediation or arbitration had failed, the Board decided to inquire into the causes of the difficulty, and the parties to the controversy were notified that such inquiry would be made on the seventh of September.

On that day the Board met at Peekskill, Commissioners Purcell and Donovan being present.

EUGENE B. TRAVIS, Esq., appeared on behalf of the employees.

Mr. TRAVIS.—I have said to my people that the other side would, perhaps, have the affirmative, and if one of them was delayed, on account of a wedding, with important documents, you would probably sit another day and allow the documents to come in.

Chairman PURCELL.—Under the section of the law under which we are proceeding it is not of much importance what order is followed in the introduction of testimony. If it were an arbitration, if both sides had agreed to submit the difficulty to us and abide the result, then there might be some point in the question as to which side should take the affirmative and which the negative.

Mr. TRAVIS.—I concede that it is in your power to proceed in whatever manner you choose.

Chairman PURCELL.—This proceeding is under section 9 of the law. After providing for all means of arbitration, it says: "Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put themselves in communication with the parties to the controversy and endeavor by mediation to effect an amicable settlement of such controversy; and if in their judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section 7 of this act."

I was not present at the meeting of the Board here in August, but on looking over the minutes, I find that the Board came here under that section, having learned that a strike or lock-out had occurred, made every possible effort at mediation, and they felt that it was impossible to bring the parties to any understanding; and it was then determined to proceed with an investigation, and the Board adjourned to this time for that purpose. It is not material to either party, or to us, whether one party proceeds with the giving of testimony first or last. As we are here, we will hear any testimony you have to offer.

Commissioner DONOVAN.—A notification was sent from the office of the Board in Albany by the secretary, Mr. Madden, to each side requesting them to attend at this time and to send him a list of their witnesses. We have not heard from the manufacturers yet, and we would like to know what you wish to do.

Mr. TRAVIS.—The gentleman opposite me is one of the manufacturers; he says he was only subpoenaed as a witness.

Chairman PURCELL.—I think we shall first hear the testimony of the parties who feel aggrieved. It is claimed that there is a lock-out; in that case, the men are the parties who feel aggrieved. We shall certainly subpoena the brickmakers. We propose to thoroughly investigate this matter.

Mr. TRAVIS.—Our grievance, if we have any, is based on a written document; the basis of our grievance is in writing, and all we care to do is to submit that document and then offer testimony in relation to it, if any more testimony is wanted. Mr. Springstead informs me that the gentleman who has that document is detained by a wedding.

Mr. PORTER.—Maybe it would not be necessary to show this document. I am willing to swear, and I guess there is another brother here who can swear to it, that we notified them twenty days prior to the first of April, to come together and make an agreement.

Chairman PURCELL.—While the Board is willing to accommodate the parties to this controversy, we must insist that they be ready. The Board came here last month and were then ready to go on with this investigation. We gave the parties a month and gave each party full notice that the investigation would be held at this time. Now, in order to accommodate the parties, we will adjourn this matter until to-morrow morning at nine o'clock, at which time we shall expect the parties to be prepared with their witnesses, and any documents that they wish to introduce in evidence.

Adjourned to September 8, 1887, at 9 o'clock A. M.

After adjournment, Mr. Herrick appeared and stated that he represented the brick manufacturers. That an engagement in the surrogate's court, in New York city, would prevent him from being present at the meeting of the Board on the eighth of September until afternoon. It was agreed that the testimony taken in his absence should be read to him, and that it should be taken subject to his cross-examination, the witnesses being detained for that purpose.

The Board met on the 8th of September, 1887, at 9 o'clock A. M., at the same place. Present, Commissioners Purcell and Donovan.

Chairman PURCELL.—Now, gentlemen, we are ready to proceed. Before proceeding, however, I deem it the duty of the Board to renew

its offer to try and bring about an understanding between these parties, if possible, with regard to the future, letting the past go. Of course, if an understanding could be reached, one that would be satisfactory to both sides, as to their future operations, the investigation of anything in the past would be entirely useless, and in case of such an agreement it would be labor thrown away. Therefore, in view of that fact, and of our duty under the law, we renew the proposition that was made by the Board last month that some effort be made for an adjustment, and then we would like to hear from the parties on both sides as to whether such an effort can be made.

Mr. TRAVIS.—I will very quickly say, on behalf of the men, that we appreciate the spirit of the commission and the value of its suggestion, and I have no hesitancy in saying that we will become parties to any settlement or adjustment that may be suggested on the part of the commission. We are ready and willing, and have been from the beginning until the present, to abide by the terms of what we think was a solemn written agreement; but if there was any misunderstanding in the execution or formation of that agreement, we are still open for negotiations for a final and complete settlement, so far as the men are concerned; and I will simply repeat the statement that we appreciate the spirit in which the commission offers these suggestions, and are ready and willing to accept them. That is our position in a nutshell.

Chairman PURCELL.—Now we would like to hear from the side of the manufacturers on that point.

Mr. KING.—For my part, I have not the least confidence in going into any arrangement with the party, because they have failed to substantiate their agreements. They claimed there was a misunderstanding in relation to wages, and finally, in order to get over that misunderstanding, they called upon the Arbitration Board, and submitted to their decision, and we likewise did the same. So finally we found out that they failed to abide by their decision, and we lost all confidence in them; I did, for my part.

Mr. VAUGHEN.—It is too late to commence operations, so far as this year is concerned.

Chairman PURCELL.—I suppose that is so; but with a view to the future; with a view to next year, for instance. I can readily understand that there may be matters of detail that men engaged in your kind of business would not be willing to make any agreement in relation to so far ahead; but are there not some points of difference that you gentlemen can agree upon, and are they not the main points of the controversy, and if they could be settled, if you could come to

some arrangement in relation to them, wouldn't you be in a better position to come to an understanding next spring when you resume work?

Mr. VAUGHY.—I agree with Mr. King. I do not believe in making any agreement or arrangement with them. The agreement is binding only on one side.

Chairman PURCELL.—You claim that they have violated their agreements before?

Mr. VAUGHY.—That is what I claim.

Chairman PURCELL.—Then the effort to come to any understanding having again failed, we will now proceed with the investigation.

Mr. TRAVIS.—If you please, Mr. Chairman, I have one suggestion. I was very sorry to hear Mr. Vaughy say that there was no reliability attached to the men's agreements. I think it is but fair to the men that I should deny that statement. The leading men of the committees, past and present, are men of financial responsibility, men of property, and men of as much responsibility as the manufacturers who have more money. But all efforts to arrive at a settlement having failed, we are willing to proceed with the testimony before this high court of arbitration and satisfy it whether we have broken our agreements or not. Perhaps that is the most permanent way in which we can refute such a charge.

Chairman PURCELL.—The counsel for the manufacturers, Mr. Herick, after we adjourned yesterday, appeared here and said he was obliged to go to New York to appear in the surrogate's court there to-day. He was very anxious to be present at the investigation, but we told him we could not postpone it on his account. He will be here this afternoon, and I told him that after he returned the stenographer would read over the minutes and the witnesses would be recalled, if necessary, for cross-examination.

JOHN PORTER, a witness called on behalf of the employees, being duly sworn, testified as follows:

By Mr. TRAVIS:

Q. Where do you reside? A. Verplanck.

Q. And how long have you resided there? A. Twenty years last spring.

Q. What is your business? A. Follow the brickyard for a living, the making of brick.

Q. Are you connected with what is called the labor organization there? A. Yes, sir.

Q. And were you last year? A. Yes, sir.

Q. What was your connection with the committee. A. I acted as chairman.

Q. What was the purpose and object of that committee? A. The purposes and objects of that committee was to go and try, to the best of their ability, to execute whatever orders they got from the Assembly.

Q. And to negotiate with the manufacturers? A. Yes, sir.

Q. Terms upon which the work of brick manufacturing should be conducted? A. Yes, sir.

Q. Did you, as a member of that committee, wait on the manufacturers? A. Yes, sir; all those that would see me.

Q. As a result of those negotiations, was there an agreement entered into? A. For this year—no, sir.

Q. Not for this year, but was there an agreement entered into of any kind? A. At the time the agreement was drawn up I was not in the Knights of Labor.

Q. At the time the agreement was signed, were you? A. No, sir.

Q. Who was? A. Brother McGuire here, or Frank McGuire; he is a brother.

Q. That agreement is dated April 27, 1886, and it was supposed to extend to May 1, 1887; did you so understand it? A. Yes, sir.

Q. You say, then, that you were not a party to that agreement? A. No, sir.

Q. Was McGuire? A. I cannot say whether he was a party or not, but he was in the Order at the time of the drawing of it up; I could not say.

Q. About what is the male population or voting population of Verplancks Point, or that district? A. The residents there, not including the transients?

Q. How many voters are there? A. Even the transient men are voters, a great many of them.

Q. About how many are there? A. Voters—there are about six hundred or over; something over six hundred.

Q. About how many men are there connected with the labor organization there whose subsistence or living is made from brick manufacturing? A. Something over five hundred.

By Commissioner DONOVAN:

Q. Is not that the old agreement under which the Board investigated and rendered a decision last year? A. Yes, sir; but it runs to May 1, 1887.

By Mr. TRAVIS:

Q. Are you acquainted with the signatures to this agreement? A. No, sir.

Q. What you call the lock-out, when did it take place? A. The first that I knew of it the brick manufacturers, each and every one of them, or at least I think each and every one of them, there was a letter written and sent through the mail; I don't know whether that mail carried or not; they were notified, twenty days prior to the first of April, to meet us and make an agreement for the coming year; two of the manufacturers replied to the notice, one verbal, the other written.

Q. Name those, please? A. Samuel Henry, verbally; Edward Bell-fuile, written.

Q. Did any others respond? A. No, sir.

Q. Then that is the first knowledge you had of their not being willing to make terms for the following year? A. Yes, sir.

Q. That twenty days' notice was in pursuance of the written agreement of the previous year, that had already been entered into, was it not? A. It was, sir; living up to the points of that agreement.

Q. You know of no effort then, on the part of the manufacturers, to comply with that agreement thereafter? A. No, sir.

[Mr. Travis then read section 9 of the agreement, as follows: "Ninth. The full text and spirit of this agreement shall be binding on both of the contracting parties until May 1, 1887, and the representatives of employers and employes shall jointly hold a meeting on or about the first of April, 1887, and arrange rates and conditions for the next year; twenty days prior to which notice shall be given to all concerned, so that they may select representatives to such meetings."]

Q. Did they send any representatives at all? A. No, sir; not that I know of.

Q. Did your organization have representatives to bring about an agreement for the following year? A. We always have representatives standing ready, at any time or place, to meet the manufacturers at Verplancks.

By Chairman PURCELL:

Q. Have you a copy of the notice which you sent the manufacturers?

A. No, sir; we did not keep a copy.

Q. When and how, in what manner, did this lock-out occur? A. In what manner?

Q. Yes. A. That is more than I can tell you.

Q. Did the brickyards start up to work? A. No, sir; not that I know of.

Q. They remained closed? A. They remained closed.

Q. Did not make the preparation to go on with any work? A. No, sir.

Q. Was any application made to them, by your committee or by any individual members, for employment? A. I could not say; I can speak only for myself; I made application for employment and got it.

Q. Then what constitutes the lock-out is the failure of the manufacturers to comply with the terms of the agreement just read, and their failure to start up their yards to make any preparation for the work of the season; those are the two facts that constitute the lock-out? A. It seems so.

[Mr. Travis then read section 8 of the agreement, as follows : "Eighth. That the wages to be paid men employed in the making of brick from May 1, 1886, until May 1, 1887, shall be twelve and one-half cents per day in advance of the highest wages paid July, 1885; and no reduction or advance shall be made or considered, under any circumstances, by either of the contracting parties."]

By Mr. TRAVIS:

Q. That is part of the agreement which you claim that the brick manufacturers violated; is that the idea? A. Yes, sir; they wished to violate it by reducing the wages.

Q. Reducing them when? A. Last spring.

Q. Did they live up to that after the decision of the Board last year? A. Yes, sir; I believe they did.

Q. Up to when? A. Up to last spring.

Q. They violated it in April then? A. They violated it in the spring.

Q. They did not live up to it until the first of May, when that agreement expired? A. No, sir.

Q. But they did live up to it last fall? A. Yes, sir.

By Chairman PURCELL:

Q. But did they not open their yards last spring? A. No, sir; they did not.

By Mr. TRAVIS:

Q. Is this the original agreement? [Showing witness a paper.] A. Yes, sir; I believe that to be the original agreement.

Q. It is supposed to contain the original signatures of the manufacturers and the committee? A. Yes, sir.

[Mr. Travis offered the agreement in evidence. It was received in evidence and marked Exhibit I.]

Q. Mr. Springstead suggested that you went to the bosses? A. Yes, sir; to those that would meet me.

Q. Whom did you meet? A. I met Samuel Henry, I met Bernard Vaughey, I met Patrick King, I met Philip O'Brien, I met Edward Bellfuille, and I met John Morton.

Q. What did you say to King and what did he say to you? A. It would be hard for me to repeat the conversation.

Q. In substance? A. In substance, I had a list of wages that I showed him, asking him what he thought of it; it was of a Sunday afternoon; he told me that he did not think anything could be fairer than that; we made a reduction in our wages of our own accord, thinking that the season was not going to be quite so good as last was; we made the reduction in our wages of our own accord, and showed it to the manufacturers; Mr. King told me he did not think anything could be fairer, and as soon as the weather would permit he would start work, but he did say that he wished a day's work done; it seems that he considered that the men did not always do a good day's work for him, so he wished a good day's work done.

Q. When was that? A. I believed it is dated, the paper is, March 27, 1887.

Q. Did you have any subsequent interview with him? A. With Mr. King?

Q. Yes. A. I don't think I did; not to my knowledge; I can't remember of it.

Q. Do you remember of meeting him on another occasion afterwards, in the presence of and with a man by the name of Quinn, from New York? A. It wasn't exactly in his presence, for I suppose he was may be 100 yards away.

Q. Who was? A. Mr. Quinn; he sent me to request Mr. King to come, that he wished to see him; Mr. King politely told me that he did not wish to see either me or Mr. Quinn.

Q. When was that? A. I believe it was in April.

Q. Did Mr. King have knowledge of your representative capacity; he understood you to be one of the committee? A. Yes, sir.

Q. And he declined to have any communication with you? A. Yes, sir.

Q. Who is Quinn? A. All I can tell you is his name is T. P. Quinn.

Q. What is his business? A. You have asked me too much.

Q. He is a labor man connected with the organization? A. Yes, sir; he is a labor man connected with the organization.

Q. Where does he reside? A. New York city, I believe.

Q. Did Mr. King understand who Mr. Quinn was? A. Yes, sir; I believe he did, for I told him.

Q. You told him? A. Yes, sir.

Q. He refused to treat or negotiate in any way with either you or Quinn? A. Yes, sir.

Q. And that was after twenty days' notice had been served? A. Yes, sir; it was after.

Q. You will please state when your interview with Mr. Vaughey was? A. It was on the very same day we called on Mr. Vaughey.

Q. Who called on him? A. T. P. Quinn, John Porter, John Ferry, Henry Beahan, James Carroll and Frank McGuire; that is all, I believe, that I can remember.

Q. Where did this meeting take place? A. In Mr. Vaughey's house at Verplancks Point.

Q. What was said by you and by him, if anything? A. Mr. Quinn told him that he was there to represent the men of Verplancks Point, to make a settlement, if possible; he was sent there by District Assembly 49, I believe, was his words; the answer, of course, I can't tell what the answer was, because there was quite a good deal of talk, and I would not say just what the answer was, but the sum and substance of the conversation was in nearly the last words that I heard; Mr. Quinn asked him if the day's work that we did gave satisfaction, and Mr. Vaughey answered him, "Yes, that it did;" he asked him if the hours of work gave satisfaction; he answered him "Yes, that it did;" he asked him then if the wages that he paid were satisfactory; he said "Yes; I believe they are to both parties;" "Oh, then," said Quinn, "it must be the organization;" "Yes," said Mr. Vaughey, "it is the organization we are determined to break up."

Q. That was April last? A. I believe it was; I kept no date.

Q. Now you will please state your conversation, as a committee, with the next manufacturer that you may name, that you called upon at that time? A. The next we met was Mr. Morton; we tried to meet Mr. Adam Fisher; his son is here as a representative; we met the son, but his father declined to meet us.

Q. You met the son as a representative of his father? A. No, sir; I believe he is here to-day as a representative.

Q. You don't know whether he was then or not? A. No, sir; I do not; we asked him to tell his father to come and see us; the answer the son brought was that he did not wish to see us.

Q. The next you met was Mr. Morton? A. Yes, sir; we met Mr. Morton, and he said he would do his utmost to bring the brick-

makers together, and he thought that a settlement could be arranged if the parties could meet.

Q. Did he anticipate much difficulty in getting the brickmakers together? A. He did not say.

Q. Did you have a subsequent meeting with Mr. William Fisher? A. Yes, sir; he came to one of the men on one of our meeting nights and asked for us, and we went; I asked him if he wished to see us; he said yes, he wished to come to some agreement to start up his yards; I told him it would only take a very few words for us to come to an agreement; he asked what wages we wanted; I told him we wanted the same day's work we had last year, that the agreement calls for, the same hours and same wages; that was all, as far as work and wages was concerned, and then, for a benefit for them, the agreement calls for two weeks' pay in full to secure them against losses from transient men; we changed that part of it, allowing them to hold one week back to secure them from losses; then he wanted to know if we would allow him to hire transient men; I asked him if he had ever been stopped from hiring transient men, and he said no; he wished to know if he was to be allowed to discharge a man whenever he wished; I told him according to the agreement a man was not to be discharged without a proper investigation, and the way I took the agreement, the investigation should come first and the discharge afterwards; not discharge a man first and then investigate the matter; he asked who was the committee he would have to see; I told him he would be welcome to pick a committee off his own yard, and if a man had not done his duty right he was welcome to discharge him; that we would not uphold any man in any wrong; that the teachings of the Order was for every man to do a full and rightful day's work; he left us with that and went to consult with some one, I should judge; he came back and said part of the agreement was all satisfactory, but he wished to know how long these wages were to continue; he would like to make a fall and spring schedule of wages; I told him that we were willing to make a fall and spring schedule of wages then or at any time, but that this schedule of wages that was made should run until the last brick was burned on whatever yard the man was working; this part of the agreement was satisfactory; he then made a complaint against one boat that was running to one yard that we were trying to make a settlement for; he said that he wished to keep the boats that had carried his brick through the spring, he wished to keep those running; I asked him the name of the boat that he did not wish to give the brick to; he told me the name of the boat was the "Joan;" I told him I could not say whether the men would agree to that or not; if he could wait a

half hour to an hour that I would give him an answer from the men; I went and made a report to the men and they said, with the exception of the "Joan," all was satisfactory, but that that man ought to get the run of the yard, as he did the year before; Mr. Fisher then stated that he did not do his duty as he should; that there were times when he wished to load him that he did not come, and times that he wished to load him he laid at the dock and would not load; I told him if the captain of that boat did so to report to us and we would see that he would load from the yard and would not do so any more; he said, with that, everything was satisfactory; the next morning he started up his yard, and he sent for me and Patrick McGee, I think, to say that he did not intend to meet a committee and that he should not recognize the Order in any way; I told Mr. Fisher that I was satisfied; that all that it remained for me to do was to notify the men that he refused to recognize the Order, but instead of waiting long enough for me to do it he hurried down in the morning and notified the men himself; consequently he had not enough men, I don't believe, to run the machine.

Q. Did you have any conversation with anyone else of the manufacturers? A. Yes, sir; I had a few words with Bernard Vaughey.

Q. About this matter? A. Early in the spring, the twenty-seventh of March.

By Chairman PURCELL:

Q. You say he hurried down in the morning and notified the men? A. Yes, sir.

Q. Then what did the men do? A. The men refused to work any longer.

By Mr. TRAVIS:

Q. Who is your next man that you called upon? A. Well, we called upon Samuel Henry, and Samuel Henry agreed to make the brick for this season at the same rates that he worked under last season.

Q. And did he recognize the organization? A. Yes, sir.

Q. Has he been to work ever since? A. Yes, sir.

Q. Did you call upon Mr. Bellfuille? A. Yes, sir.

Q. Did he recognize the organization? A. Yes, sir.

Q. Has he been to work ever since? A. He has been to work ever since.

By Chairman PURCELL:

Q. At the same rates as last year? A. I believe he is working at the same rates as he worked last year.

By Mr. TRAVIS:

Q. Are there any others that you had conversation with, as a member of that committee? A. Mr. Bernard Vaughey; on the twenty-seventh of March I went and showed him the same reduction in wages that I showed Mr. King for the spring work; being a little friendly with Mr. Vaughey, I said, "Bernard, I think I have got something here that is a benefit to both parties;" I handed it to him and he looked at it, and he said, "John, that is all right, with the exception of loading brick; we don't wish to pay any more than \$1.50 for loading brick, the same as all other work, until such time as we start molding."

Q. What was it you handed him? A. It was a piece of paper containing the schedule of wages that we issued, until such time as we should start to make brick; for loading brick, for tossers out, was \$2.12½; for wheeling brick, \$1.87½; for stripping banks and other outside work, I believe it states \$1.50.

Q. Was the \$2.12½ the same as the agreement called for? A. Yes, sir; that was the schedule of wages we worked under last year.

Q. Was the \$1.87½ the same as the agreement called for? A. Yes, sir; it was the same as we worked under last year.

Q. Was the \$1.50 the same as the agreement called for? A. No, sir; I believe it says there "no deduction."

Q. It was less, was it? A. Yes, sir.

Q. Your organization, then, deducted that, of your own free will, and made it less than the agreement called for? A. Yes, sir.

Q. Did Bernard Vaughey recognize the organization in any way? A. Bernard has never refused to speak to me at any time that I went to him.

Q. Did he refuse to recognize the organization? A. No, sir; he did not.

Q. But always treated you nicely when you called upon him? A. Yes, sir; as a gentleman.

Q. Are there any other manufacturers that you called upon about this matter? A. Those that I have named; I believe I have named mostly all of them; Mr. Philip O'Brien—

Q. You have named Mr. O'Brien, but you have not stated what the interview was; did you have an interview with Mr. O'Brien? A. We were there at his house and showed him the schedule of wages that we were willing to work for until the molding commenced, and his plea was the same, that \$1.50 for loading brick should be the same as for cleaning off yard and getting yard ready.

Q. Do I understand that it was the refusal of the manufacturers, on the one side, to recognize the organization in any shape or form, and

it was a demand, on the part of the organization, that they should be recognized as such? A. Yes, sir.

Q. And the reason that no terms were arrived at was because of their refusal to recognize the organization? A. Yes, sir.

By Chairman PURCELL:

Q. With the exception that you have named there of \$1.50 a day, the prices seemed to be satisfactory? A. No, sir; the \$1.50 was satisfactory, but the \$2.12½ was not nor the \$1.87½ was not.

Q. That was the same as last year, was it? A. It was the same as last year, and they were not satisfied with it.

By Mr. TRAVIS:

Q. Is there anything that you have omitted that you think is important to state to this commission; you have covered the ground fairly? A. I believe so.

Mr. TRAVIS.—We think we have made out a *prima facie* case. If the assertions that we have made are not contradicted they stand good. We think we have made a *prima facie* case; that we have shown the real cause of the controversy, and we think that is sufficiently clear, and will rest where we now stand, unless the commission desires to hear more testimony on our part.

Chairman PURCELL.—As the other side will not be ready to proceed until Mr. Herrick arrives, if you have any other witness who would be corroborative of the one you have called, perhaps it would be well enough to take his testimony.

JOHN FERRY, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. TRAVIS:

Q. Where do you reside? A. Verplanck.

Q. How long? A. About twenty-six years.

Q. How old are you? A. Twenty-six.

Q. Born there? A. Yes, sir.

Q. Did you hear the testimony of the last witness, Mr. Porter? A. I did.

Q. Were you present at any of those interviews which he has cited with the manufacturers; if so, state which one? A. I was present at the interview with Mr. Vaughey when Mr. Quinn went in and was introduced to Mr. Vaughey, to represent the men, to come to some settlement; Mr. Vaughey said he had no grievances to settle; that he intended to run his own business; that he did not intend to let the men run his business; they got talking about boycotts; the

arguments got pretty hot, and he told Vaughey that they were attached to 49, and he said: "I don't want to have anything to do with 49;" Quinn said, "Maybe 49 would take hold of you; wouldn't you be sorry?" He said, "49 can't do nothing;" Quinn said, "Your whole object is to break up the organization;" he said, "That is our object."

Q. Mr. Vaughey, is he a member of the Brick Manufacturers' Association? A. I believe he is.

Q. There is such an organization on Verplanck Point, is there not? A. I believe there is.

Q. It has existed there for the last fifteen years, very near? A. I don't know; I wasn't in their meetings.

Q. That was the only conversation you were present at then with Mr. Porter? A. That was all.

Q. What do you do for a living; what have you been in the habit of working at in the past? A. Brick-yards.

Q. And your father before you was a brick manufacturer? A. No, sir; he wasn't.

Q. Well, a laborer? A. A laborer.

PATRICK MCGEE, a witness called on behalf of the employes, testified as follows:

By Mr. TRAVIS:

Q. Mr. McGee, where do you reside? A. Verplanck.

Q. How long? A. A little over twenty-one years, back and forward.

Q. What is your business? A. Laboring in the brick-yards.

Q. You heard Mr. Porter testify this morning? A. Yes, sir.

Q. Were you with Mr. Porter at any of the interviews which he related? A. Yes, sir.

Q. Which one of them? A. When we met Mr. William Fisher.

Q. Was Mr. Porter's rehearsal of that interview substantially correct? A. Yes, sir.

Q. How long did that interview last? A. It lasted but one day.

Q. How many hours or minutes were they talking?

By Chairman PURCELL:

Q. How long were you conversing with Mr. Fisher? A. I should judge about half an hour or three-quarters, and we came back about three-quarters of an hour afterwards and met him; all was satisfactory for the men to go to work, and they went to work the next day; so he sent for Mr. Porter and me the next night, and he said that he did not wish to meet any of the committee; so Mr. Porter, as he stated

here, told him that he would tell the men so; he did not wait for Mr. Porter to notify the men; he went down the next morning and told the men so, Mr. Fisher did.

Q. Did he give any explanation of why he had changed front? A. No, sir; he said he did not wish to meet any of the committee.

Q. But he had previously met the committee? A. Yes, sir; and made an agreement that all was satisfactory.

Q. The substance of this subsequent interview was that he proposed to back down from his previous agreement? A. Yes, sir.

By Mr. TRAVIS:

Q. And that thereafter he would not recognize the organization? A. Yes, sir.

Q. But during the interview he understood you to be a committee and representing the organization? A. Yes, sir.

JOHN PORTER, being recalled on behalf of the employes, testified as follows:

By Commissioner DONOVAN:

Q. Did you ever see a copy of a decision rendered by the Board of Arbitration of the State in reference to the matters submitted to them last year? A. Yes, sir.

Q. That investigation and decision was in reference to this agreement which you have just submitted here, was it not? A. I believe it was.

[Commissioner Donovan then read section 5 of the decision, as follows: "Section 5. The evidence proves that at the time of signing the agreement made April 27, 1886, attention was called to the fact that the words 'the highest wages paid' were susceptible of two constructions: One, that they meant the highest paid in any yard July, 1885, for pit shovelers, the highest paid in any yard for dumpers, and so on to the end of the different grades of labor, all constituting a schedule upon which the advance of twelve and a half cents for each grade was to be made in all the yards, so that all would pay alike, regardless of inequalities of work and working facilities in the same grades of labor in the different yards; the other, that they meant the highest paid in the several yards July, 1885, each considered as having a schedule of its own upon which the advance of twelve and a half cents for each grade was to be made. The contracting parties who made and signed the agreement were the employers in person, to the number of thirteen individuals and firms, and a committee of three persons who represented the employes. A number of the

employers testified that attention was drawn to the ambiguous character of the words of the eighth clause, and that the chairman of the committee representing the employes, who had prepared and presented the draft of agreement, gave it the construction that each employer was to advance twelve and a half cents on the prices paid in his own yard July, 1885; that with that understanding they signed it; and that without that understanding they would not have signed it. On the other hand, two of the committee of three who represented the employes, the third not being accessible, testified to the contrary, that they constructed the clause, and so stated, to mean that the employers were to advance twelve and a half cents upon the highest wages paid for each grade of labor in any yard July, 1885. And the testimony of employes showed that they had imbibed such an understanding of clause eight, and were disappointed that their wages had not been advanced accordingly. It is impossible to accept the evidence of one side to this disagreement without entirely discrediting that of the other. The case is one of misunderstanding which, in the judgment of the Board, calls for compromise. It is, therefore, decided that as the making of brick is a work that commences about the first of May and ends about the first of November, covering a season of six months, and as payment for the months of May, June and July have been made upon the construction given clause eight by the employers, wages for the months of August, September and October shall be advanced twelve and a half cents per day upon those payments for each grade of labor. And it is suggested that when, in accordance with clause nine of agreement, the employers and employes come together in April next to arrange rates and conditions for the ensuing year, they cause the contract to be so framed that there can be no question as to its meaning."]

Q. I want to ask you, Mr. Porter, whether, in accordance with the suggestion of this decision, your committee, or anyone representing your organization, requested anyone to meet you to make an agreement for the next year? A. Yes, sir; two of them answered; one verbally and the other written.

Q. The others have not answered yet? A. No, sir.

Q. Were you a member of the organization and interested in the carrying out of this decision last fall? A. Yes, sir; I was on the Board at the time.

Q. Did your organization carry out the decision in accordance with your agreement to abide by the decision of the Board? A. No, sir.

Q. Why not? A. We met, myself and others of the Knights of Labor.

Q. Your organization? A. Yes, sir; and I think there was four of the brickmakers; I would not say; Thomas Vaughey was one of them; Bernard Vaughey, Mr. King, and I think Mr. Avery and Mr. Thomas Vaughey and his brother were paying the schedule of wages which we were asking for several branches of the work; I believe Mr. King and Mr. Avery were not paying the schedule that we asked for any of them, as I know of, but your decision compelled those men to raise one shilling above what they were paying, and some of them were paying two shillings more than Mr. King; that would compel him to pay the two shillings, and still pay us the one shilling that we were asking; Mr. Vaughey wished us to change that; they did not wish to go up a shilling, and still remain two shillings above what Mr. King was paying; and it was decided by us to throw it over.

Q. Did you carry out the decision of the Board; that is, in going to work in the several yards, and the manufacturers, on their part, increasing for those three months, on the price paid, one shilling? A. We went to work, and continued to work; but, as I said, not on the schedule of wages that agreement would call for as your decision.

By Chairman PURCELL:

Q. The men observed the decision of the Board, except that in this case that you mention you declined to exact what the decision would give you? A. Yes, sir.

C Q. In those four yards you waived it? A. Yes, sir; those two yards, and there were several other yards that were paying what Mr. Vaughey was.

Q. Did the other yards pay the wages decided upon in the decision of the Board? A. We exacted the same wages from all the yards; we demanded two shillings more than Mr. King was paying, and to make it equal, the other yards paid it, all except Mr. Avery; I don't think he was paying it.

By Commissioner DONOVAN:

Q. After the decision, by which the manufacturers, having paid according to their interpretation, for three months, were directed to pay a shilling more for the next three months, did you carry out that decision? A. No, sir; our desire was to equalize the wages on every yard, and we did so, except in the case of Mr. Avery; there was twenty-five cents difference in the paying; by compelling those men who were paying twenty-five cents more than the lower waged yards, by putting on a shilling more they would still be paying the twenty-five cents; we did not ask that, but by the lower yards paying twenty-five cents more it equalized the wages in all the yards.

Q. Mr. King was paying a shilling more in 1886 than he paid in 1885? A. Yes, sir.

Q. Did he, after the decision of the Board, pay a shilling a day more? A. Yes, sir; and in some cases two shillings, I think.

By Chairman PURCELL:

Q. Did you men, as an organization, accept the decision of the Board in respect to that yard? A. No, sir.

Q. You demanded more in some cases than the decision gave you? A. Yes, sir.

Q. Did you exact more than a shilling? A. From some brick-makers we did.

Q. Then you did not observe the decision of the Board? A. No, sir.

Q. Why didn't you? A. For the simple reason that both the brick-makers and ourselves did not think that it was just.

Q. Why did you agree to abide the decision if you did not intend to? A. I am not sure that we did agree to; I know nothing about that; I did not care to.

Q. Did not somebody agree for you? A. Not for me; no, sir.

Q. Was not some committee authorized by your organization to agree to that? A. They were not authorized by our Order to stand by the decision of the Board; I cannot say that they were.

Q. Do you know of any manufacturer who, having signed the agreement to abide by the decision of the Board, refused to carry it out after the decision was rendered? A. I do not, that came right out and refused to carry it out after the decision was rendered; I never heard one of them say, "I will not stand by the decision of the Board."

By Mr. TRAVIS:

Q. When the decision of the Board was violated it was mutually agreed between the manufacturers and the men that it should be; is that it? A. No, sir; there was no mutual agreement.

Q. You say in some instances the wages were put below and in some instances they were put above that which the Board fixed; is that it? A. Yes, sir.

Q. Was it tantamount to the decision of the Board; that is, was it about the same thing when you struck a balance? A. I should think it was.

Q. Was there any intention on the part of your organization to violate the decision of the Board? A. No, sir; not that I know of.

Q. Was that price fixed between you and the manufacturers paid last fall? A. I don't know.

Q. They don't owe anything, do they? A. No, sir; not that I know of.

Q. There was an agreement entered into between the manufacturers and the men after the decision of the Board was rendered last fall? A. The brick manufacturers asked us to come and meet them.

Q. Did you do so? A. Yes, sir.

Q. And the work went on last fall? A. Yes, sir; the two Vaugheys told us they did not think it would be right to ask them to pay twenty-five cents a day more than Mr. King and Mr. Avery were paying to do the same work; we decided not to ask it.

Q. Did the decision of the Board compel them to pay it? A. Yes, sir.

By Chairman PURCELL:

Q. I understand you to say that, notwithstanding the decision of the Board, you exacted more than a shilling in some instances? A. Yes, sir.

Q. Then on what ground could you justify your repudiation of the decision? A. To equalize the wages in each yard.

Q. Did they agree to that? A. Well they paid it.

Q. The point I want to get at is this: you agreed to abide the decision of the Board; when your organization binds itself solemnly, in writing, to abide a decision, I want to know your reasons for repudiating that decision; I want to know on what grounds, after you have made such a pledge, you repudiate that? A. I don't know that our organization ever bound ourselves to that.

Q. Very well, I will inform you about that.

The Chairman then read the following agreement:

VERPLANCK, July 28, 1886.

To the State Board of Arbitration, Albany, N. Y.:

GENTLEMEN.—We, the undersigned, on behalf of the employes of the brick manufacturers of Verplanck, agree to submit the difficulties existing between us and our employers to the State Board of Arbitration for investigation and adjudication, agreeing to abide by your decision. In the meantime we will return to work pending said investigation, and will not strike or cause other trouble for the same time.

(Signed)

EDWARD McENENY,

FRANK J. McGUIRE,

JOHN E. GALLAGHER,

Executive Committee.

Q. Will you be good enough to reconcile your action with that agreement? A. As I said before, I don't know that those men were ever authorized to sign the agreement that the organization would stand by the decision.

Q. You did not belong to the organization at that time, did you? A. Yes, sir; at that time I belonged to the organization.

Q. Then you question the authority to make this agreement, do you? A. Yes, sir; I am not questioning the part that you took, but I am questioning the part that the men took in representing us.

Q. Then why did you, as a member of the organization, knowing all about this, why did you allow the Board to investigate this, understanding that such an agreement was made; didn't you understand this? A. No, sir; I never understood it.

Q. The charge is made here to-day, and openly stated by two of the brickmakers, that the reason they will not now enter into any agreement is that you, on your side, will not carry out your agreements, and your testimony is positive proof of that fact. A. Is not the proof on the other side just as positive? I don't dispute it.

Q. You do not dispute that you do not live up to your agreements? A. No, sir; I said that we did not live up to the decision; if you kept me here for ten years I would still say so.

Q. Will you state the reason why you did not carry out the decision?

A. Because we thought it was unjust to compel one manufacturer to pay two shillings a day more than other manufacturers were paying.

By Commissioner DONOVAN:

Q. Then they should be the complaining parties? A. They were; as I stated, they complained to us.

Q. Then, according to the decision, they would be required to pay three shillings more than they were paying in 1885? A. I could not say about that.

Q. As stated in the decision, the construction placed upon the agreement was conflicting, one side claiming one position and the other claiming the other; they had already paid a shilling; the Board decided that they should pay another shilling in addition to that; it would make it two shillings more than was paid in 1885; how much more would it make in those yards? A. The yards that were paying the highest wages?

Q. Yes, sir? A. They were paying just what we asked for, a shilling more than the highest wages paid in 1885.

Q. In all the yards they were paying a shilling more than in 1885; Mr. Vaughey was paying two shillings? A. No, sir; the wages were never equal in Verplanck's Point.

Q. Were not the wages unequal at the time the matter was submitted to the Board? A. Yes, sir.

Q. And the decision of the Board would still leave them unequal? A. Yes, sir.

Q. And you did not deem it advisable to carry out the decision of the Board, notwithstanding your executive committee had agreed to do so? A. No, sir.

By Chairman PURCELL:

Q. Was not the decision, for the last three months, what you were asking for? A. No, sir; we asked to equalize the wages.

By Mr. TRAVIS:

Q. You thought the decision was unjust to some of the manufacturers? A. Yes, sir.

Q. And you made a concession to the manufacturers? A. Yes, sir.

By Commissioner DONOVAN:

Q. If the decision were carried out, what would be the difference between Mr. King's and Mr. Vaughey's prices? A. Two shillings.

Q. It was two shillings before the decision was rendered? A. Yes, sir; and it would still be so after the decision; not knowing that I ever agreed to submit to the decision of three men.

By Chairman PURCELL:

Q. You did not know that? A. No, sir.

Q. You did not know that there was any agreement at all? A. I knew that there was an investigation going on.

Q. Did you not know that that investigation was based on an agreement of this kind? A. No, sir.

Q. Were you present at that investigation? A. No, sir; I was not.

By Mr. TRAVIS:

Q. Was the fact of this agreement being made brought to the attention of your organization? A. Not before the agreement was signed.

Q. Was it at any time? A. Yes, sir.

Q. What did you understand about it? A. I understood that one of the men who put his signature there would not bind himself to abide by the decision of the Board.

Q. And yet he put his signature there? A. Yes, sir.

Q. Who was he? A. Frank McGuire, I believe, was his name.

Q. He signed it with a mental reservation; is that the idea? A. Yes, sir; I believe he stated so to the Board at the time he put his signature there.

Chairman PURCELL.— Oh, no.

The WITNESS.— That is what I understand.

By Mr. TRAVIS:

Q. What was it that you started to say; you say you did not comply with the decision of the Board; but there was another thing that you started to speak about? A. It was merely to state that it was on the ground that it did not equalize the wages, which was our object.

EDWARD McENENY, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. TRAVIS:

Q. You are now a deputy sheriff in this county? A. Yes, sir.

Q. You do not belong to the organization of the Knights of Labor now? A. No, sir.

Q. You did in 1886, didn't you? A. I believe I did, sir.

Q. Now, I would like to hear what you have to say about the solemnity of your obligation to abide the decision of this State Board of Arbitration which last year determined this matter? A. I never gave it much thought within a year, and probably some of it has escaped my memory.

Q. What did you think at the time? A. I believe I was one of the committee who met Mr. Donovan in King's store.

Q. That is your signature? [showing witness the agreement.] A. I believe that it is it.

Q. What was the agreement — was there any understanding outside of that agreement? A. That agreement was, I believe, to meet the Board; that we were to go to work and keep quiet until we should hear from the Board.

Q. Was there an agreement to abide the decision of the Board; did you understand that that stipulation carried all your grievances at that time before the State Board? A. Well, I don't know; I was not thoroughly posted in what power the Board had at that time.

Q. Did you put your signature there? A. I put my signature there that we should go to work and keep quiet until we should meet the Board.

By Chairman PURCELL:

Q. You put your signature to what that reads, didn't you? A. Yes, sir.

Q. Read it? A. Let the stenographer read it.

Q. I will read it [reading the agreement]; you signed that, did you not? A. Yes, sir.

Q. You understood that? A. Yes, sir; I understood that; a good deal of it had escaped my memory.

Q. Now the manufacturers, on their side, signed this agreement:

"VERPLANCK, July 28, 1886.

"*To the State Board of Arbitration, Albany, N. Y.:*

"GENTLEMEN.—We, the undersigned, on behalf of the brick manufacturers of Verplanck, agree to submit the difficulties existing between us and our employes to your Board for investigation and adjudication, agreeing to abide by your decision. In the meantime our yards will be open for the transaction of business, and will so continue pending said investigation, at the prices paid when we shut down.

"(Signed)

KING & LYNCH.

JAMES D. AVERY.

O'BRIEN & McCANNON.

O'BRIEN & VAUGHNEY.

THOMAS VAUGHNEY.

ADAM FISHER."

A. Yes, sir; I remember every word of it now.

Q. These were stipulations made on each side, perfectly understood; no question about them at all? A. Yes, sir; I remember it well, now.

By Mr. TRAVIS:

Q. Did you ever report to the organization itself, in assembly, that you had signed a stipulation to that effect? A. It is customary to do it.

Q. Did you do it? A. I cannot remember now, but it is more than likely that I did it.

By Chairman PURCELL:

Q. It is signed here "Executive Committee"? A. Yes, sir; it was a committee to do that; I think it is Gallagher, McGuire and myself.

Q. Was it a standing or special committee? A. I believe it was a standing committee.

Q. Does not a standing committee of your organization act under rules and by-laws of your organization? A. Yes, sir.

Q. Does not your action bind your organization? A. Yes, sir.

FRANK MCGUIRE, a witness called on behalf of the employees, being duly sworn, testified as follows:

By Mr. TRAVIS:

Q. Mr. McGuire, look at that paper and see if your signature is there. [Showing witness agreement on the part of the employees.]

A. Yes, sir.

Q. Were you on that committee? A. Yes, sir.

Q. What have you to say about signing it? A. Well, McEneny and Gallagher had the document signed; I refused to sign the document on the ground that I was not going to bind three or four hundred men, whatever the body was, on a moment's thought; I refused to sign the document, if Mr. Donovan remembers, and some of the manufacturers who were there will probably remember that I refused to sign the document, and Mr. Donovan spoke to me and I told him that I thought it was not right to bind a couple of hundred men, whatever the body was, on a moment's thought; I signed the document, understanding that it was to bind the men for ten days, pending the arbitration, and that is the understanding on which I signed the document; any of the manufacturers that were there can say the same; that is, to the best of my ability, the way it occurred.

Q. Did the organization, as a body, know that that proposition was made at the time it was made; did the body know that you were to sign any paper? A. No, sir.

Q. Did you ever report to the body that you had signed such a paper as that? A. I reported to the body, either myself or somebody else of the committee; but I will say now the document was understood by the organization that the committee signed a document for the men to return to work, and work was to be resumed for ten days, pending the decision of the State Board of Arbitration; that is the way the organization understood it.

Q. You afterwards came into possession of the decision of the State Board of Arbitration? A. Yes, sir.

Q. You understood what they decided, didn't you? A. Yes, sir.

Q. Was their decision carried into your organization, or was it presented there in any way? A. I cannot say whether it was or not.

Q. Did you hear what the decision of the State Board of Arbitration was? A. Yes, sir.

Q. You heard Mr. Donovan, of the Commission, read it to-day? A. Yes, sir.

Q. Did you know that the State Board made that decision at the time? A. Yes.

Q. Did you comply with that decision? A. No, sir.

Q. In what respect? A. For the reason that some of the manufacturers —

Q. I did not ask for the reason; in what respect did you not comply? A. In the respect that these manufacturers who were paying two shillings over the others, we did not exact the other shilling that was imposed on them, the manufacturers that were paying this shilling advance claiming that they did not think it was just.

Q. Was there any agreement made between you and the manufacturers, after the decision, to change the prices? A. No, sir; nothing more than we all met in the school-house, the manufacturers representing themselves, and we representing the men.

Q. It occurred at that school-house after the decision was received? A. Yes, sir.

By Commissioner DONOVAN:

Q. After you received the decision of the Board, did the brick-yards continue to work, or did any of them stop work? A. I think they all continued to work.

Q. There was a copy of the decision sent to you or Mr. McEneny; between that time and the meeting in the school-house did all the manufacturers continue to work; did any of the men leave, or did any of the manufacturers lock the men out? A. They all continued at work.

By Mr. TRAVIS:

Q. Did the decision arrive from Albany? A. Yes, sir.

Q. And after that you and the manufacturers met? A. Yes, sir; Mr. King and Mr. Avery were the two men who had the benefit of the reduction; Mr. Ferry, who was secretary of the labor organization, and Mr. Avery, on the part of the manufacturers, had the documents, to the best of my opinion, and they read the decision of the Board there, and Mr. Vaughey here said he did not think it was just that he should pay a shilling a day more than what he was paying, and that would compel him to pay two shillings a day more than Mr. King or Mr. Avery; there was a few remarks, and Mr. King said, "I submitted my case to the State Board, and I am going to abide by it;" I can't remember whether Mr. Avery walked out or not, but he said also that he was satisfied to abide by the decision of

the State Board; if I ain't mistaken he walked out, and it left either two or three of the manufacturers in the house of the thirteen, and the representatives of the men who could act were there representing the men, and the manufacturers were not there representing themselves, or they hadn't any representative there to represent them, and the result was that the decision of the State Board, to a certain extent, was left one side, and they worked on the old basis.

Q. Then neither side abided by the decision of the State Board or offered to do it? A. Yes, sir; Mr. King and Mr. Avery would live up to it to the letter; they were getting the benefit of two shillings by it; the men continued at work, and when they drew their pay they did not take it as a settlement; there was two shillings back; that is the way the organization understood it; they drew their pay with the understanding that there was two shillings due the men who were doing the same work that Mr. Vaughey was doing for two shillings a day less; that was the understanding during the season, and I believe there was men who could not get their pay on account would not draw it at all.

By Chairman PURCELL:

Q. After getting the decision of the Board, did you, on your part, exact from the manufacturers wages higher than the Board awarded?

A. Yes, sir.

By Mr. TRAVIS:

Q. Did you also accede to lower wages than the Board awarded?

A. Yes, sir.

Q. In other words, the decision of the Board never was followed by either side? A. No, sir; that is about the sense of it; I think that it was followed by Mr. Avery; I could not say for sure; I could not say how he finished the remainder of the season; he might have finished on that basis and might not.

By Commissioner DONOVAN:

Q. At the time of the submission of this matter to the Board, Mr. Vaughey was paying the full amount of wages demanded by your organization? A. He was on certain branches of the work.

Q. On how many branches was he not paying it? A. He was paying it to all shovelers; I could not say whether he was paying it to brick-setters or not; it is so long ago I could not say about the other work.

Q. Mr. Porter said that there were two manufacturers paying what your organization asked? A. Mr. Porter meant on certain works.

Q. Did both parties, at that meeting in the school-house, agree to disregard the decision of the State Board of Arbitration? A. I stated that Mr. King said he submitted the case to the State Board, and he would abide by it, and he walked out, and Mr. Avery said the same, and I think he walked out; and then of thirteen there was left the two Vaugheys and Mr. Fisher; Mr. Fisher, I think, was paying the wages asked for pit shovelers; there was not a proper representation of the employers there, and it was never understood about the agreement, whether they would adopt it or what they would do.

Q. You and Mr. McEneny and Mr. Gallagher met me in Mr. King's store? A. Yes, sir.

Q. Did I not say that it was in the absence of a blank that we were preparing that I wrote it out? A. Yes, sir.

Q. Did I not say that before we would take the case in charge we would require that the yards should be opened and the men return to work? A. Yes, sir.

Q. In what way did I mention the ten days that arbitration was pending? A. Do you recollect me refusing at first to sign the document?

Q. I do not; you may have refused to sign it, but I don't remember it; you did sign it? A. I signed it, but I signed it with a misunderstanding; as the other member of the committee stated, I was a little ignorant of the matter.

Q. After the decision of the Board was rendered you received the decision of the Board? A. Yes, sir; it was received; I think it was McGee received it.

Q. Was the decision brought before your organization? A. I don't know.

Q. Previous to the repudiation of that decision or at the time of the repudiation, or at any time since, did you ever notify any member of the Board that you repudiated the decision? A. No, sir.

Q. Why not; we might have taken other measures to settle the matter? A. For the reason that there was not representatives of the manufacturers there to understand what was done; there was not any attempt, on the part of the manufacturers, to come to an understanding; the parties that had the advantage of that reduction were perfectly satisfied; the parties who had not the benefit of the decision were not satisfied.

By Mr. TRAVIS:

Q. Are there any further matters that you wish to make any statements about? A. No, sir.

Q. The sum and substance of your testimony is that five of the manufacturers met at the school-house? A. Yes, sir.

Q. And Mr. King and Mr. Avery said they were perfectly satisfied with the decision, and the two Vaugheys and other gentlemen were not satisfied with it? A. It was a very short meeting, but they did not like the decision.

By Commissioner DONOVAN:

Q. What was the result of that meeting? A. The men who were drawing money on account, as it was called, not getting all their money, but drawing it on account, would not go to work again until they got all the money that was due to them.

By Chairman PURCELL:

Q. Did the work stop? A. Yes, sir.

Q. In all the yards? A. Yes, sir; I think in all the yards, with the exception of Mr. Samuel Henry and Mr. Bellville.

By Commissioner DONOVAN:

Q. The decision did not require that trading in stores should be discontinued, but recommended that it should be discontinued, as far practicable; since that decision was rendered did the trading in stores continue or did the manufacturers cease keeping those stores? A. The men always considered that it was as much as their job was worth if they did not trade in those stores; after this the feeling against trading in the stores, on the part of the manufacturers, was not as strong as it was before that; I never saw any of it myself and there is no use stating what I heard.

By Chairman PURCELL:

Q. You think a different disposition was shown on the part of the manufacturers, since the decision was rendered? A. Yes, sir; I never heard of any manufacturer discharging a man since for not trading; I never saw any of it myself, but I have heard of it before that.

Q. The same system continues yet? A. Yes, sir; the manufacturers have stores.

Q. You trade at certain stores there, do you not? A. I am interested in a store there myself; I also, when that document was signed, refused to sign it until there was provision made for a man who was thrown out of employment; they made provision for that man, and it never was complied with, so far as I know.

Mr. AVERY.—It was complied with on my part.

Chairman PURCELL.—I want to say, further, that we are not here to exercise any arbitrary powers; and in all matters that are brought before us we endeavor to be as impartial as it is possible for men to be, and we endeavor to do justice to both sides. We are simply the servants of the public and of the parties engaged in all industries; we are to be used for their purposes. We understand that that is our office and that that is our business. We are only too happy to adjust difficulties when we can, and have the wheels of industry go on, and we would be exceedingly happy if that could be accomplished in this case.

The Board then took a recess till four o'clock P. M.

At which time the Board met, Commissioners Purcell and Donovan being present.

Mr. Travis then rested the case of the employees.

JOHN PORTER, being recalled, was cross-examined as follows:

By Mr. HERRICK:

Q. I understood you to testify this morning that the manufacturers did not start their yards at Verplanck. A. They did not start their yards.

Q. Did they make any attempt to? A. In what way?

Q. Any way? A. I believe they did in some ways?

Q. In what way? A. By bringing men there.

Q. What was done upon any one yard in respect to starting the yard? A. I could not say, for I never went around the yards to see.

Q. Do you know whether any of them got their banks in readiness? A. I could not say.

Q. Do you know whether any of them attempted to get their yards in readiness? A. During the summer?

Q. Yes, sir. A. Yes, sir; I believe Mr. King did during the summer.

Q. Did any of them during the spring? A. I could not say.

Q. You have no knowledge whether Mr. Tommy Vaughey attempted to start his yard? A. You asked me about the getting of the yard ready?

Q. Yes, sir. A. I can't say.

Q. Do you know whether Mr. King attempted to get his yard ready? A. I don't know.

Q. Do you know whether Messrs. O'Brien & Vaughey did? A. I can't say.

Q. Do you know whether anybody attempted to get his yard ready this spring? A. Yes, sir.

Q. Who? A. Mr. Samuel Henry.

Q. Do you know of anybody else? A. No, sir.

Q. He is the only man who attempted to do any work this spring?
A. Not to do any work; you asked me about getting the yards ready?

Q. Yes, sir, getting the yards ready? A. I know of no manufacturer attempting to get his yards ready on the Point this spring, except Samuel Henry.

Q. Do you know of any of the manufacturers attempting to do any work in the yards this spring? A. Yes, sir.

Q. What kind of work? A. I don't know, because I was not on the yards to see.

Q. Do you mean the Commission to understand that you don't know what kind of work they attempted to do? A. No, sir; I do not.

Q. Who is the manufacturer that you testified this morning said he meant to break up the organization? A. I believe his name is Thomas Vaughey.

Q. He is the only one you ever heard say anything of that kind?
A. Yes, sir.

Q. Who was present when he said it? A. There was John Ferry, Frank McGuire, T. P. Quinn and Henry Beahan.

Q. Have you given them all? A. I believe I have; there might have been one more; if there was it has escaped my mind.

Q. Where was it? A. It was in Tommy Vaughey's house, I believe.

Q. Is that all he said? A. That was the sum and substance of what he said; it is not exactly all; it wasn't written down just exactly what he said, so I cannot repeat it.

Q. Did he say, in substance, to you at that time that he would make no distinction between union and non-union men in his yard? A. No; I don't know as he said it in those words.

Q. In substance I say. A. In substance?

Q. Yes. A. I can't say as he did.

Q. Could you say he did not? A. No, sir; I could not say as he did not.

Q. How long have you worked on the brick-yards at Verplancks Point? A. I believe I started there twenty years ago last spring; three years out of the twenty I was away.

Q. Did you ever know the wages to be equal on all the yards on Verplancks Point? A. I can't say as I ever did.

Q. Do you know anything about an organization at Verplancks Point known as the Organized Boatmen of Verplanck? A. I do not.

Q. Is there any such organization? A. Not to my knowledge.

Q. Do you know whether there are any boatmen at Verplancks Point who are members of the organization known as the Knights of Labor? A. I believe there is.

Q. Are they all members of that organization or were they this spring? A. I can't say whether they are all members of that organization.

Q. Can you say whether they were this spring? A. I could not.

Q. You are a member yourself? A. I am a member of it.

Q. You were a member of the executive committee this spring? A. Yes; and I am to-day.

Q. You know all the members of the organization? A. I do not.

Q. Do you know whether the boatmen presented any memorandum of charges for freight this spring? A. I know they did.

Q. Was that done under the direction of the Knights of Labor? A. Yes, sir.

Q. Under their direction and countenance? A. Yes, sir.

Q. Do you know whether the manufacturers had any trouble in getting their brick loaded this spring? A. I believe they did.

Q. Do you know what the nature of that difficulty was? A. No, sir; unless it was the men they had who tried to handle them were not competent to handle them.

Q. That was the only difficulty that you know of? A. Yes, sir.

Q. Do you know whether they tried to get men to handle them? A. Yes, sir; I know they tried to get men to handle them.

Q. On more than one occasion? A. Yes, sir; I believe they did.

Q. Do you know whether or not on Verplancks Point, since the brickmaking season closed last fall, there has been any difficulty in non-union men working on Verplancks Point? A. I don't know as I did.

Q. Do you know whether the Knights of Labor, as an organization, attempted to get rid of non-union men on Verplancks Point? A. As an organization, I know they did not.

Q. Do you know whether you did as an individual? A. As far as my influence went, I tried to persuade every man that came to Verplancks Point not to go to work.

Q. Do you know whether that was the effort of every member of the Knights of Labor in Verplancks Point? A. I do not; I can only speak for myself.

Q. Do you mean to say you know of no individual Knight of Labor on Verplancks Point who attempted to prevent non-union men from working on Verplancks Point? A. No, sir; I don't say that.

Q. Do you know whether that was the effort on the part of anybody else on Verplancks Point except yourself? A. That I could not say.

Q. You mean to say that you know of no other member of the Knights of Labor at Verplancks Point attempting to prevent non-union men from working at Verplancks Point? A. Yes, sir; I say that I don't know.

Q. Do you know of any attempt of anybody except yourself to prevent the working of non-union men at the ice-house at Verplancks Point last winter?

Mr. Travis objected to this question on the ground that this testimony is immaterial and incompetent.

Chairman PURCELL.—If the filling of the ice-house has anything to do with the present trouble, we will allow Mr. Herrick to show it. I assume, of course, that Mr. Herrick will connect this ice matter with this present trouble as a part of this cause; otherwise this testimony will be of no sort of consequence.

Mr. Herrick stated that his object was to show that this witness used his power as the head of the executive committee of the Knights of Labor to prevent non-union men from working there.

Chairman PURCELL.—If the action of these people who work in these brick-yards towards this ice company or ice-house or the people working at the ice in the winter time, has any reference to this present controversy we will take this testimony.

A. No.

Q. Was any attempt made, on your part, to prevent any non-union men working there? A. With persuasion and money I did.

Q. And did your efforts succeed? A. They did.

Q. And was not the ice-house filled by the Knights of Labor on Verplancks Point? A. Certainly.

By Chairman PURCELL:

Q. In your action were you acting personally, simply representing yourself? A. Yes, sir.

Q. And using your own money? A. Yes, sir; using my own money.

Q. Did you represent the Knights of Labor? A. I was simply acting for myself, representing myself and using my own money.

Q. How much money did you use? A. I used in the neighborhood of twenty dollars.

Q. Were you afterwards reimbursed? A. I was.

Q. From what source? A. By the Knights; but they did not know, at the time, that I was using the money and did not know that I was using my money.

By Mr. HERRICK:

Q. Will you look at that paper and see whether that is the paper testified this morning as having been presented to the brickmakers or any of them? [Showing a paper to witness.] A. I could not say.

[The paper referred to was marked for identification "C. J. M., 1."]

Q. You testified that you sent to the manufacturers a communication inviting them to make arrangements for the ensuing season?

A. I believe I testified that they were sent there, and my signature should have been to each one of them.

Q. Why should your signature have been to them? A. Because I was acting as chairman of the executive board of the Knights of Labor at Verplancks Point.

Q. Is the date March 10, 1887, the date that they were sent? A. I think it is; I think about March tenth they were sent.

Q. Prior to the sending of that letter, do you know whether any trouble had arisen between the manufacturers and the Knights, representing the boatmen, in respect to shipping brick? A. I could not say as there was any trouble.

Q. Was there any difference between them? A. Prior to that?

Q. Yes; prior to sending that letter? A. I could not say whether it was prior to that or not.

Q. Do you know whether your organization, representing the boatmen, sent a schedule of freight rates and rules to the brick manufacturers last spring? A. Yes, sir.

Q. Did you ever see the schedule? A. Yes, sir.

Q. Did you have a part in making it up? A. No, sir.

Q. Do you know whether or not that schedule was complied with on the part of the brick manufacturers? A. Not by either one of them, I think.

Q. Do you mean to be understood that they all refused to comply with it? A. I believe they did; no, they didn't all refuse to comply with it; we have two, what they agreed to do and what we agreed to accept of.

Q. Who were they? A. Edward Bellfuille and Samuel Henry; what they agreed to pay and we accepted of.

Q. With the exception of those two named, all the others refused to comply? A. As far as I know; I was not on the committee, and cannot tell.

Q. You don't know whether they refused to comply or not? A. No, sir.

Q. Was it reported to you whether they refused to comply or not? A. Not to me.

Q. Was it reported to the organization whether they refused to comply or not? A. You are asking me a question I can't answer.

Q. Through your obligation to the organization? A. No, sir; because I can't remember; I might not have been at the meeting at the time it was reported.

Q. Do you know of any manufacturer, with the exception of the two named, who, after the schedule presented on behalf of the boatmen attempted to load brick with non-union men? A. I guess every manufacturer on the Point attempted to and succeeded.

Q. Did you ever see that schedule that was presented to the manufacturers on behalf of the boatmen? A. I believe I stated that I have, and I believe there is one here in the room.

Q. Will you show it? A. I haven't it in my possession.

[The schedule was then produced by one of the employees.]

Q. Will you look at that and see if that is the schedule to which you refer. A. Here is what I refer to that we presented to Samuel J. Henry, and there is what he offered to do and we accepted of it.

[Another paper was then shown to the witness.]

Q. Is that the schedule that the boatmen presented to the manufacturers, substantially? A. Substantially?

Q. Yes, sir. A. I should judge it was.

Q. Have you any doubt that it is? A. No, sir; I haven't any doubt that that is something similar to what we presented; it may not be every word.

Q. Is there any doubt that that is the one? A. I could not say that that is the very one.

Q. Is there any doubt that the paper now shown you is the proposition made by the boatmen to the brick manufacturers in the spring of 1887? A. Now you are coming to it; I should judge it was.

Q. My question is, is there any doubt that it is? A. No, sir; there is not.

[This schedule was marked for identification "C. J. M., 2."]

Q. You cannot tell whether that was presented before your letter or after? A. No, sir; I could not say.

Q. Can you give your judgment about it? A. I could not give no judgment, not being one of the men that presented that.

Q. Do you know what the first brick work that is done by the manufacturers in the spring is usually? A. Well, that differs; some manufacturers that have quite some work to do will start stripping their bank; others that haven't much bank to strip, loading brick will be their first work; the majority of them, loading brick is their first work.

Q. And if the river is open, is that not substantially true that that is their first work in the spring? A. Yes, sir; I say loading brick is their first work.

Q. That is because the market is a little higher and they want to get their brick in the market first, don't they? A. Yes, sir.

Q. Have you any knowledge, not personally so far as your connection is concerned with the fact, but have you any knowledge that anybody at Verplancks Point, attempting to load brick, was attacked physically by anybody? A. No, sir; I have no knowledge of any such thing.

Q. Did you ever hear of anything of the kind?

[Mr. Travis objected to this question as calling for hearsay evidence. Objection sustained. Question withdrawn.]

Q. Do you know whether, for a period of six or seven weeks, there were upon Verplancks Point something like fifteen or twenty deputy sheriffs? A. I believe there was; they were called such.

Q. Have you any knowledge why they came there? A. No, sir.

Q. Have you any knowledge how long they stayed there? A. No, sir; but I should judge that you named the time pretty close.

Q. Have you any knowledge, personally, whether, on one occasion last spring — say about May — some of the manufacturers brought up from New York, on the Christina, forty or fifty men to go to work on the Point? A. Well, whether the manufacturers brought them there or not — I know there were a number of men came about that time — but who brought them I could not say.

Q. Were you at the dock at the time of the arrival of the Christina? A. No, sir.

Q. Do you know whether or not these men stayed on the Point? A. I don't think they did; some of them may have stayed, but the majority of them I don't think stayed.

Q. Did they stay over night? A. I think they did.

Q. Do you know whether the Knights of Labor provided for them that night? A. I think they did.

Q. Do you know whether they paid their fare to get away from there the next day? A. I cannot say whether it was the Knights or who paid it, but their fare was paid.

Q. Did you have anything to do with that? A. No, sir; I had nothing to do with it.

Q. Do you know what the manufacturers brought those men there for? A. I don't know whether the manufacturers brought them there or not, I think I answered.

Q. Did you ever hear whether the manufacturers brought them

there or not? A. I don't think I am here to report hearsay; of course I heard it.

Q. Do you know, of your own knowledge, whether Mr. O'Brien or O'Brien & Vaughney got a pit ready to mold this last spring? A. I could not say as they did.

[A paper was here shown to the witness.]

Q. Will you look at that paper shown and answer if you ever saw a copy of it? A. I believe I saw such a copy.

Q. Did you see it at or about the time it was first published? A. Yes; I think I saw it about the time it was first published.

Q. Did you, in your organization, have any consultation in regard to it? A. No, sir.

Q. Did you have consultation with your fellow laborers in regard to it? A. No, sir; it was laughed and talked over.

Q. That is what I mean; why was it laughed and talked over? A. Because it was unreasonable.

Q. Why was it unreasonable? A. Because it was an unreasonable day's work to ask men to do.

Q. Don't men over at Haverstraw do it? A. Yes, sir, I believe a majority of them do.

Q. If it is unreasonable for you to do it why is it not unreasonable for the men at Haverstraw to do it? A. It is unreasonable.

By Chairman PURCELL :

Q. How long is it? A. The men that work at Haverstraw will average, from the beginning of the season, twelve hours a day.

Q. I see it says to commence at 6 o'clock. A. Yes, sir; and they have to be at the yard until sunset.

Q. Don't you go earlier to get rid of the heat? A. I am not working at the machine; machine men go a little earlier to get rid of the heat, but shed men cannot get rid of the heat by starting in earlier.

By Mr. TRAVIS :

Q. Are there any explanations which you wish to make in reference to that paper which lies in front of you? A. Yes, sir; I wish to explain it; there is a paper that was presented to the brick-makers; you can compare the schedule of rates; there is what we agreed to accept from Samuel J. Henry; I suppose the gentleman will be here to-day, and he can testify that we agreed to accept of that.

Q. Explain that to the Commission. A. I will read it; six dollars, nine shillings, where the other calls for ten shillings at six dollars; six and a half, ten shillings.

Q. That is, if brick received the first price you were to have so much for freight on it? A. Brick bringing six dollars a thousand the freight should be nine shillings; brick at six and a half per thousand, ten shillings; seven and a quarter, eleven shillings; eight, twelve shillings; eight and a half, thirteen shillings; nine, fourteen shillings; nine and a half, fifteen shillings; ten, sixteen.

Q. You swear that is correct? A. Yes, sir; I swear that that is correct.

[This statement was then offered in evidence by Mr. Travis. It was received in evidence and marked "Exhibit 2."]

[A letter was here shown to the witness.]

Q. Is that Mr. Bellfuille's letter? A. Yes, sir.

Q. That is the original letter? A. Yes, sir.

[Mr. Travis then offered this letter in evidence. It was received in evidence and marked "Exhibit "3."]

By Mr. HERRICK:

Q. Have you any knowledge whether the brickmakers at Verplancks Point, this last spring, offered to pay the men for loading brick twelve shillings? A. I believe they said that they thought that was the wages, according to agreement.

Q. Do you know whether they offered to pay twelve shillings for loading brick or not? A. I say that I believe they said that was what they understood was the wages, according to agreement, and they expected to pay it.

Q. Do you know whether they offered to pay it? A. I don't know whether they offered it; they did not offer it to me, but they said that was what they expected to pay.

Q. Do you know whether they expected to pay twelve shillings? A. They said they expected to pay it.

Q. You testified this morning that the class of men who mold brick during the brickmaking season, if they load brick in the spring, should have the same wages? A. No, sir; I don't think anybody testified to it; if they did, it wasn't me; I testified this morning, I believe, as near as I can repeat the words, we wished for tossers out, \$2.12½; for brick-wheelers, \$1.87½; for fitting up yards and all other work, \$1.50; I believe that was what I testified to.

Q. Now I want to ask you if the demand that three men doing the same work should be paid different wages, if they do it equally well, is just or fair? A. That is just exactly what we are working for; we are working to equalize the wages; one man doing the same work as another, doing it equally well, should get the same pay.

Q. Then why should a man who tosses out receive more wages than the man who wheels brick? A. Because the man who can wheel brick cannot get in the kiln and toss out the brick.

Q. Which is harder, wheeling or tossing out? A. The tossing out.

Q. Which is more skillful? A. The tossing out.

Q. Why? A. Because there is many a man who can wheel brick who cannot get into a kiln and toss out.

Q. He would not be handy, you mean? A. Yes, sir.

Q. Does not many a brick-setter wheel brick in the spring? A. Yes, sir.

Q. And it has been the custom that other men should wheel brick in the spring? A. Yes, sir.

Q. That is the reason you refused to take \$1.50? A. Yes, sir.

Q. That is the reason the Knights of Labor refused to take \$1.50? A. Yes, sir.

Q. Do you know whether, as a fact, at Verplancks Point all work before the molding commences has been paid for at \$1.50 a day? A. I believe it has.

Q. And after the brick season closed all the men got the same wages prior to last season? A. As I said before, with the exception of a few; they may have a few favorites they pay a little more.

By Mr. TRAVIS:

Q. What do you mean by favorites—those who trade in the grocery store? A. No, sir; I can't say. I never traded in the grocery store, and I have had Mr. Timoney pay me a shilling more.

Q. You are not able to draw the distinction on favorites? A. No, sir.

FRANK MCGUIRE, being recalled for cross-examination, testified as follows:

The witness stated that he would refuse to answer any question as to anything that was transacted in the organization of the Knights of Labor.

By Mr. HERRICK:

Q. You are a member of that organization? A. Yes, sir.

Q. And you refuse to divulge anything of that kind because of your obligation to the organization of which you are a member? A. No, sir; but I refuse to answer any questions as to anything that was transacted in the organization.

Chairman PURCELL.—You will answer such questions as are proper to be put to you. The Board will assert its power to that extent; it is not going to be bulldozed or trifled with.

By Mr. HERRICK:

Q. You are a member of the committee which submitted some matters of difference to the State Board of Arbitration last summer, were you not? A. I did not—I didn't consider myself—yes, I did submit them.

Q. You were a member of the executive board of the Knights of Labor? A. Yes, sir; the representatives of the Knights of Labor; it don't make any difference what the board was.

Q. And you had served on your board a copy of the decision of that arbitration? A. A copy of the decision was served on that board, on that body.

Q. You saw it, didn't you? A. I saw it.

Q. Did you read it? A. I believe I did read it; it is so long now I forget.

Q. When you had got that decision and read it, did you know that that Arbitration Board decided that you should not have that extra shilling until the first of August? A. Yes, sir; I knew that point.

Q. But you might have it the rest of the season? A. Yes, sir.

Q. Did you or your organization, after that decision, demand of the brickmakers that they should pay that back shilling? A. The men demanded that they should have that back shilling.

Q. Did they demand it of Mr. King? A. They did.

Q. Did they strike on his yard when he refused to pay it? A. They refused to work on his yard until they received what they claimed was their rightful pay, until they received it, for the reason that the manufacturers would not stay long enough with the employes to have an understanding what the decision of the State Board meant, and, therefore, they could not have an understanding about it and it was virtually laid one side and the old agreement was acted upon; that was the reason for doing it.

Q. Did they strike on Mr. King's yard when he refused to pay it? A. They did.

Q. Did he come down and pay it? A. He did to some parties, I believe; so I was informed.

Q. Did the Knights, or the men of the labor organization, subsequently wait upon the different manufacturers with respect to that claim? A. I believe they did.

Q. Did they notify them that if they did not pay that back shilling, from the beginning of the season down to the first of August, that they would stop work on their yards? A. I couldn't say whether they did or not, but that was the determination of the men; I can't say whether they were notified or not.

Q. Whether they were notified or not, do you know whether or not all the manufacturers on Verplancks Point, except Frank Timoney paid that back shilling? A. Oh, no.

Q. Who did not pay it? A. Mr. Timoney.

Q. I said except Mr. Timoney? A. Mr. Avery did not pay it.

Q. Except Mr. Timoney and Mr. Avery. A. There were others.

Q. Who? A. Mr. Carman.

Q. I said on Verplancks Point; didn't every manufacturer on Verplancks Point pay that back shilling, except Mr. Frank Timoney? A. I believe they agreed to pay it.

Q. Were they not notified that if they did not pay that back shilling you would quit work? A. I can't say whether they were notified, but it was the determination of the men.

Q. When you say it was the determination of the men you mean it was the determination of this organization? A. I mean the determination of the men; there was a certain amount due to them, as they considered, and they wanted that amount; in some cases it was a shilling and in some cases two.

Q. After that all the manufacturers, except Frank Timoney, continued to run and to pay that back shilling? A. I believe they did.

Q. Frank Timoney refused to pay it, didn't he? A. His yard looked like it.

Q. Did not Frank Timoney's men leave him because he refused to pay that back shilling? A. Some of his men left him.

Q. He supplied their places with non-union men? A. Part of them he did, I believe.

Q. Don't you know that after that he only ran one machine? A. I don't know anything about how he ran his yard.

JAMES D. AVERY, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. HERRICK:

Q. What is your business? A. Manufacturer of brick.

Q. Where is your yard? A. On Montrose Point, near Verplancks Point.

Q. How far from Verplancks Point? A. About a mile; Verplanck is our post-office.

Q. Were you one of the parties to the arbitration before the State Board last year between the brick manufacturers of Verplancks Point and their employes? A. I was.

Q. You know that a decision was made and a copy of it served on the brick manufacturers? A. Yes, sir; I do.

Q. Did you, after the decision was received, with any others, meet a committee of the labor organization? A. I did.

Q. Who was with you? A. Mr. Thomas Vaughey, Mr. King, Mr. Fisher, and I think Bernard Vaughey.

Q. Who represented the labor organization? A. Frank McGuire, Eddie McEneny, Johnnie Gallagher, and I think there were others there but I don't remember who they were.

Q. They were the committee? A. Yes, sir; there were some others, I think, but I don't remember who they were.

Q. Did they come there as a committee of the organization? A. I understood so.

Q. State to the commissioners, if you please, what took place with respect to the decision of the board at that meeting. A. The invitation that I had to come there was to come there to compare the two copies of the decision.

Q. From whom did your invitation come? A. I can't say; it came from some of the laborers; we met there and read part of the decision and talked the matter over; about the substance of the conversation was that Johnny Gallagher asked us how we liked it; Mr. King said it did not make any difference how we liked it; "we left this matter to the decision of the State Board, and I am going to abide by it;" I said "it suits me, and I will do just as they said we must do;" Tommy Vaughey rose up and said, "I do not think it is hardly fair; I have got to raise a shilling, and that will make it more than the men asked for the pit shovelers; that will make it twenty shillings and all they asked was nineteen shillings, but I agreed to abide by the decision and I will have to do it;" one or more of the committee said it did not suit them; that it was not what they ought to have.

Q. Now, will you state to the Commission anything that subsequently took place between you and the organization — the Knights of Labor — in respect to the work on your yard?

By Commissioner DONOVAN:

Q. What was the result of that conference? A. We talked and chatted a while, and I went home.

Q. There was not any result of the meeting? A. No, sir; it was not called for any result; the meeting was called to compare the copies of the decision.

Q. Was there any agreement made then, or at any other time, changing the decision of the State Board of Arbitration? A. No, sir; not to my knowledge.

Q. No agreement to disregard the decision of the State Board of Arbitration? A. No, sir.

By Mr. HERRICK:

Q. State what took place between you and your men, members of the Knights of Labor, in reference to work on your yard? A. A committee of three men who worked for me the whole season, waited on me and presented me with a scale of wages which they said that I must pay from the 1st of May, 1886; this was on the seventeenth day of August.

Q. Who were those three men? A. Their names were Jim Monks and John Manning and another, whose name was signed to the list, was Tommy Kenny, but he was not there; there was some other man in his place, but I forget what his name was; they presented a scale of wages; I told them I would let them know the next day; they told me they would give me twenty-four hours but not over it; I went down to the yard the next day; they were molding; I said to Mr. Manning, "Are you sure you have got everything you want on that list?" He said, "Yes, I guess so;" I said, "Where do you come in?" because he was getting more than the scale demanded; he said: "You and I will have to make a special agreement;" I said, "Are you sure you have got everything you want; you won't want me to give each man a horse and wagon in the fall, will you?" He said, "I guess not;" I went down and I asked them what became of the decision of the State Board of Arbitration; they said they had nothing to do with that; they wanted their pay from the first of May.

Q. Was the demand that you received what the Board of Arbitration decided? A. It was more than the Board of Arbitration decided, from the first of May; I said: "The only thing that I will do is to do as the State Board of Arbitration decided, and they said they would not accept that; I said: "Very well, every man that is not to work this afternoon at two o'clock is discharged, and I will pay you off Saturday;" they asked if I could not pay them off before that, and I said not very well; there was not a man to work for me that was a Knight of Labor, that I knew to be a Knight of Labor, after that during the season.

Q. How many machines did you run after that? A. Two part of the time, and sometimes I did not run any.

[A paper was here shown to the witness.]

Q. Was that paper largely distributed in New York city among the people who buy brick? A. Yes, sir,

Q. It was shown to you? A. Yes, sir; I received one myself.

[The paper referred to was marked for identification "C. J. M., 4."]

Q. State if you did anything with respect to that in New York? A. No; I never did anything with it.

Q. As a matter of fact, do you know whether you and Mr. Timoney were the only men who refused to comply with this demand on the part of the laboring men? A. No, I don't know as it is a fact; there were other yards that there was no strike on.

Q. Mr. Timoney did not manufacture any more brick on Verplancks Point? A. After the demand was made Mr. Timoney he shut his yard down.

Q. And that is the reason that his name is not included in this paper that I have now shown to you? A. Yes.

Q. Now come down to this year and state what were the first demands; did you receive a copy of this paper, already marked for identification, "C. J. M., 1," presented by the organized boatmen of Verplanck? A. I did not receive anything from the boatmen.

Q. Did you know anything yourself of the demand that was made on the brickmakers at Verplancks Point, in respect to the loading of brick this spring? A. No, sir.

Q. You had non-union men on your yard loading brick? A. That was what they called themselves.

Q. And you had no trouble in loading your brick this spring? A. No trouble at all.

Q. And you started your yard this spring? A. Yes, sir; and I have had no trouble at all.

Q. Do you remember on any occasion when you yourself, this last spring, attempted to get some men from New York to work on your yard? A. One of my employes brought up some men from New York to work for me, but they did not work for me.

Q. Just state what it was? A. I was going out towards Montrose depot and I met him running, and he said he brought up some men from New York to work on my yard, and he met a gang of Knights of Labor at the Point and they drove them away from him and were going to kill him; I was to Peekskill afterward and I met a gang of men who looked like Germans, and there was a crowd of men from the Point carrying their satchels.

Q. Do you know any of those men from Verplancks Point that you saw? A. I knew them all, but I don't remember their names now; I put them down in a book.

Q. When was this, Mr. Avery? A. I think it was the latter part of May or the first of June.

By Mr. TRAVIS:

Q. You said something about killing; who was going to kill who? A. I only mentioned something somebody else said.

Q. Who? A. This German who brought these men up from New York said that the Knights on the Point were going to kill him.

Q. You followed them up to see him die? A. No; not to see him die; he went over to the brick-yard.

Q. The men did not go with him? A. No, sir.

Q. You followed the men up and you saw them where? A. Up the road, over near the store.

Q. And you found the men carrying their knapsacks? A. Yes, sir.

Q. The men they were with were emigrants? A. I don't know about that.

Q. You said they looked like Germans? A. Yes, sir.

Q. Do you know any of the men that you saw carrying the knapsacks? A. Yes, sir.

Q. Who? A. I would not like to mention any of them now because I don't remember very well who they were.

Q. You say you put their names in a book? A. Yes, sir.

Q. Where is that book? A. It is put away.

Q. You have never had any trouble? A. No, sir.

Q. And your yard is running with non-union help? A. Yes, sir; well, I guess we have some Knights of Labor there now.

Q. You never declared yourself against the Knights of Labor? A. I never have.

Q. You never said "we," meaning yourself and other manufacturers, "are going to break up the Knights of Labor in Verplanck?" A. No, sir; I never did.

Q. Who invited you to the meeting at the school-house? A. I can't say.

Q. How long did you stay? A. Not over an hour; not a great while.

Q. Were there many there? A. No, not a great many.

Q. You have already mentioned the number of manufacturers who were there? A. I think I mentioned all.

Q. Can you say whether it was an oral or written invitation? A. Oral; no written invitation.

Q. To whom was the copy of the findings of the State Board of Arbitration sent? A. I think it was sent to Mr. King; I first saw it in his store.

Q. Mr. King keeps a store? A. Yes, sir.

Q. You don't keep any store? A. No, sir.

Q. You pay your men cash? A. Yes, sir.

Q. Do you think it has any influence on the way men work? A. I used to think so; I don't think it makes much difference now.

Q. You think it is the proper think to do to pay your men cash? A. I would rather get my pay in cash.

Q. You think it is the proper thing to do? A. It would be for me.

Q. In speaking of a paper, you said Mr. Timoney's name wasn't there; you say there was a reason that Mr. Timoney's name wasn't there; will you please state the reason? A. Because he did not accede to the demands of the men.

Q. You don't know who sent you that paper? A. No, sir; I do not.

Q. And you don't know whether Mr. Timoney received one or not? A. He told me he received one.

Q. You don't know whether the same person sent them both or not? A. No, sir; the envelope that mine came in was postmarked New York.

Q. What did you do with the one you received? A. I don't know.

Q. Did you not give it to your counsel? A. No, sir; I filed it away as a kind of memento or oddity.

Q. How did he get hold of it? A. I don't know; I frequent his office.

Q. Did that notice ever affect your business that you know? A. It never affected it unfavorably.

Q. It affected it favorably? A. I thought so for a time.

Q. You would like to have more of them, wouldn't you? A. Oh, I don't know about that; enough is enough.

Q. Did you ever see your Germans again when you marched towards Peekskill? A. If I did I did not recognize them.

Q. You saw none dead in the road? A. No.

Q. Nor dying? A. I haven't heard of any dying.

By Commissioner DONOVAN:

Q. From the record of the Board I find that in July, 1885, you were paying pit shovelers two dollars; sanders, two dollars, and so on? A. Yes, sir.

Q. Under an agreement entered into in April, 1886, you paid a shilling a day more? A. A shilling in advance.

Q. After the Board rendered its decision did you pay all your men a shilling a day more, in accordance with the decision of the Board?

A. All the men who stayed with me I did; I paid them a shilling a day more.

Q. Do you still carry out that decision? A. No, not now; I now pay the same as last year.

Q. When did you make that reduction? A. Last spring; I think it was in May.

By Mr. HERRICK:

Q. Is not the first work of the season on a brick-yard to load brick?
A. Yes, sir.

By Mr. TRAVIS:

Q. You stated that Gallagher made a certain statement in regard to the decision of the State Board? A. Yes, sir.

Q. Are you sure that Gallagher was there? A. Yes, sir.

Q. Are you positive on that point? A. Yes, sir.

Q. Was that at the school-house meeting? A. Yes, sir; I understand it was a school-house once.

Q. You heard the testimony this morning of a meeting when Mr. King left and said he was willing to abide by the decision, and you left and said you were satisfied with the decision? A. Yes, sir.

Q. And you now swear positively that Mr. Gallagher was there? A. Yes, sir.

Q. You mean the man who is now with McGuire in the grocery store? A. Yes, sir.

Q. He has been quite prominent as a Knight of Labor? A. I have heard his name mentioned.

Q. And you swear positively that he was there? A. Yes, sir.

By Commissioner DONOVAN:

Q. If the employes had decided to abide by the decision of the Board, would you have continued to pay that price up to the making of a new agreement this year? A. No, sir; I should have continued to pay it until I got ready to manufacture brick this year.

By Mr. HERRICK:

Q. You pay all men the same wages when you open your yard until you commence to mold? A. Not all men.

Q. Well, generally, you pay all men the same wages until you get ready to mold? A. Yes, sir; generally I do.

By Mr. TRAVIS:

Q. You were a party to the old agreement which expired on the first of May last, were you not? A. Yes, sir; I was a party to that agreement.

Q. Do you remember a clause in that agreement requiring a twenty days' notice for an agreement for the ensuing year? A. I know there is a clause in there in reference to an agreement for the ensuing year.

Q. Did you receive any notice of a meeting to make such an agreement for this year? A. No, sir; I did not.

Q. Did you comply with that agreement last spring? A. No, sir; I did not.

Q. Why not? A. They did not have any meeting; I did not hear of any.

Q. Was there any preconcerted arrangement on the part of the manufacturers not to have any? A. Not to my knowledge.

Q. How many meetings of the manufacturers did you attend last spring? A. I could not say how many they had; I did not miss any last spring; I missed some in the summer, but I didn't miss any last spring.

Q. You had several this last summer? A. Yes, sir.

Q. Did you have any last spring? A. I don't know as we had any before April, last spring.

Q. What is the object of that organization? A. I don't know as we have any organization.

Q. Is there any organization of which Mr. Herrick is the president; do you know of any organization known as the Hudson River Brick-makers' Association? A. Not that I know of; it is not in existence now.

Q. Is there any organization having a president, a secretary and a treasurer? A. I don't think there is any secretary; we have a treasurer to hold the money.

Q. To hold the money for what? A. Incidental expenses.

Q. What do you raise the money for? A. For printing a notice in the *Democrat* and paying expenses of Mr. Herrick going to White Plains two or three times.

Q. Who is that treasurer? A. Mr. Philip O'Brien holds the money, whatever there is; but it is not much trouble to hold.

Q. You say there is no other association except that? A. Not that I know of.

Q. Who leases yards on Verplancks Point? A. The Hudson River Brick Manufacturing Company.

Q. What yards at Verplancks Point do they own? A. Tommy Vaughey's, Mr. Fisher's, O'Brien & Vaughey's, John Morton's.

Q. You understand that to be a corporation? A. That is a corporation, I believe.

Q. Mr. Herrick is an officer of that association? A. He was some time ago; I don't know as he is now.

Q. That company owns yards and leases them? A. Yes, sir.

Q. You were a party to the agreement containing this clause: "This agreement shall be binding on both parties to this agreement to May 1, 1887?" A. I think that clause was in an agreement that I signed.

Q. Why didn't you live up to that agreement? A. For several reasons; in the first place, I consider that it was not business-like to make agreements with men who had violated agreements before.

Q. You thought two wrongs made a right? A. No, sir; I thought that that violation of the agreement threw it all out.

Q. "And that the parties to this agreement shall meet twenty days prior to April 1, 1887, and make an agreement for the ensuing year;" did you do that? A. No, sir.

Q. No effort to do that on your part? A. No effort at all.

THOMAS VAUGHNEY, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. HERRICK:

Q. Where do you live, Mr. Vaughey? A. Verplanck.

Q. What is your business? A. Brick manufacturer.

Q. Were you a party to the agreement to arbitrate the differences between the manufacturers at Verplancks Point and the laboring men last summer? A. Yes, sir.

Q. Were you one of the manufacturers who, after the decision came down, met a committee of Knights of Labor to compare the decision? A. Yes.

Q. State to the Commission what took place at that time, as nearly as you can remember it; I must ask you first who were there representing the organization of the Knights of Labor? A. As near as I can remember, there were Edward McEneny, John Ferry, Nicholas Heaney, John Gallagher—I am not positive of it—I think John Gallagher was there; there were others there; Mr. King, Mr. Avery, Mr. Fisher, Bernard Vaughey and myself.

Q. Now you may state what took place at that meeting. A. The object in coming together was to compare the decisions to see if they were alike; John P. Ferry read one of them and James Avery held or read the other one; they were exactly alike; some had some fault to find with it; I said it was not a just decision; I said it compelled me to pay a shilling more to pit shovelers, four men more than they demanded, but at the same time, I said that I had agreed to abide by the decision of the Board and I would do so; at the same time I said it wasn't a just decision.

Q. The result of the decision was that you had to raise four of your men a shilling a day more than they asked for? A. Yes, sir; Mr. King and Mr. Avery said they were satisfied with the decision and they would not do anything else.

Q. How was it suggested that anything else be done? A. We talked

with Edward McEneny and the others; they said it was not right; they said the wages remained uneven, the same as they were before the decision was rendered; they said they were putting one or two shillings more on my yard men than Mr. King paid; that my men would still get a shilling or two shillings more than Mr. King's.

Q. What occurred there? A. I did not hear anything more than the men said they would not be satisfied with the decision and would not agree to it.

Q. Who said it? A. McEneny and one or two of us talked the thing over; I was dissatisfied a little, but at the same time it did not make much difference to me; it was only half a dollar a day; I had only four men; the men were all grumbling; they were dissatisfied.

By Chairman PURCELL:

Q. But you had agreed to abide by the decision? A. Yes, sir.

Q. And you intended to abide by it? A. Yes, sir; I fully intended to.

By Mr. HERRICK:

Q. Did you abide by the decision of the State Board of Arbitration? A. No, sir; because I was obliged to pay more than the decision called for.

Q. How? A. Because my men would not work unless I did; a committee waited on me afterwards with this schedule of wages asking me to raise a shilling and pay the back shilling from the first of May up to the first of August, and then pay the other afterwards.

By Chairman PURCELL:

Q. You did abide by the decision, as far as the decision required of you, but you did more than that? A. I did more than that.

By Mr. HERRICK:

Q. Did you pay the back shilling up to the first of August? A. Yes, sir; because they made the demand, and said they would not work unless I did.

Q. Before that had they struck in King's yard? A. Yes, sir; before that they struck in King's yard; they waited on Mr. King and he agreed to pay them their demands; his yard was lying idle and he did not want to have it lying idle and he paid their demands, and after he paid their demands they demanded the back shilling, and a day or two after I understood that he did pay the back shilling; and then they waited on us and told us Mr. King had paid the back shilling, and if we did not pay it they would quit work; I saw Mr. Fisher and he said he would pay it, and I said I would not be any worse than anybody else.

Q. Have you ever made any discrimination between Knights of Labor and any other men? A. No, sir.

Q. Have you ever said to this witness who testified this morning, or to anybody else, that you intended to break up their organization? A. No, sir.

Q. You never made any such remark at all? A. No, sir; I told them at this meeting that I did not care whether a man was union or non-union as long as he did his work well.

Q. After you conceded this back shilling did you have any subsequent trouble on your yard in respect to the discharge of any men? A. Yes, sir; I had.

Q. State to the Board what it was? A. In the fall of the year, after we were through manufacturing brick, I had more men than I had work for; I spoke to the foreman about it and he said we would have to let three or four men go, and we did; he named off four men that we let go; some of the transient men; when I even went to the yard next to mine to see if I could not get work for the men I discharged, and I did get work for two of them; that night a committee of one of the Knights of Labor waited on me, and he said, "Don't you know you discharged a Knight of Labor?" I said, "No; how am I to know whether he is a Knight or not, you should have furnished me with a list of the Knights of Labor, so that I should know when I am discharging the wrong man;" he said, "Your foreman should know; he is a Knight of Labor;" he said, "In order to avoid trouble, you better take the man back;" it was late in the season and I did not want to have any trouble, and I told him to send him back.

Q. Did you have any work for him? A. I did not need him; I made work for him after he came back; the foreman of the next yard, where I obtained work for him, asked me why he did not go to work there the next morning; I told him the committee waited on me and I had to take him back; he worked one day; I settled up with him that night.

Q. Did you have any trouble with them after that? A. Yes, sir; after the season closed the machine work was reduced three or four shillings; any man who set brick got bricksetters' wages, and any man who wheeled brick he would get brick-wheelers' wages; after the work was all done I settled with one of the men who wheeled brick at brick-wheelers' wages, fifteen shillings, and he demanded brick-setters' wages, seventeen shillings; I said, "You have not set any brick;" I said, "What have you done?" He said, "I have turned arches, I have walled kilns and I have done tossing out;" I said, "Any common man can turn arches or toss out;" the next day a committee came and said that

McGuire had made a complaint to the Order that I had not paid him the wages that I should; and I said, "He has not set any brick; why should he get bricksetters' wages?" they said "We are going to make them all do it; for every two or three men under the shed there must be one at bricksetters' wages."

Q. Whether he sets brick or not? **A.** Whether he sets brick or not, because he turns arches; the result was I had to pay him the back two shillings for the number of days he worked under the shed.

Q. Come down to the spring of 1887; did you receive any notice from the organized boatmen of Verplanck respecting the shipping of brick? **A.** I had a committee wait on me with a notice.

Q. Is that the notice they presented [showing witness a paper]? **A.** Yes, sir.

[This notice was offered in evidence. It was received in evidence and marked "Exhibit A."]

Q. Now state, if you please, what this committee demanded in respect to this? **A.** They asked me how that schedule would suit me for the summer freighting business, would those rates suit; I said no, they would not; that I did not intend to pay over ten shillings, the same as last year.

Q. That has been the going freight for years, hasn't it, and under? **A.** Under that; it has been the freight for the last two or three years.

Q. I want to ask you now, in that connection, if it is possible for a brick manufacturer to run his business, shipping brick under the conditions that are annexed to that agreement? **A.** I don't believe it is; in my opinion, it is not the proper way.

Q. Did you make them any offer as to wages you would pay for loading brick? **A.** Yes, sir; I told my foreman to tell the men that I was willing to pay twelve shillings a day for all work up to the commencement of the molding, manufacturing.

Q. For all work, loading of brick, as well as everything else? **A.** Yes, sir; for all work.

Q. And that was to be the wages up to the molding season? **A.** Yes, sir.

Q. Did you succeed in getting your brick loaded? **A.** My foreman could not hire any men for twelve shillings a day.

Q. And he did not hire any men? **A.** No, sir.

Q. How did you get them loaded? **A.** Mr. King and Mr. O'Brien and I went to New York to get men, and we brought up about forty odd men, and the man that we hired them from came with them as an interpreter; they were mostly Polanders and Germans, and a few Irish among them; before we came to the dock there was such a mob

of men that the men got frightened; some of them were not going to land at all.

Q. How did you come up there, upon the Christina? A. Yes, sir; upon the Christina; they heard at Haverstraw that there was a strike on the Point, and that they would be killed by the strikers; as fast as the men came ashore they were taken charge of by the Knights of Labor, I suppose.

Q. How many men were there on the dock when you landed, as near as you can tell? A. As near as I can tell, there were about two or three hundred.

Q. What were they doing before you landed, or as you landed? A. They were jeering and hooting, making a great deal of noise, and they took all the men we brought except six, and they tried hard to get them.

Q. How did you save them? A. We had eight or ten deputies and several brickmakers to go around with them; we could not get a boarding-house to take them; they were afraid the mob would get after them; finally we got a boarding-house, and the man who kept the boarding-house said they could not stay there; they were all praying and crying all night, afraid they were going to be mobbed; they said they would not work there; the next day they were brought down to Mr. King's yard, and I guess he has some of them there yet; then we got some other men; we stole a march on them.

Q. How? A. Took them to Peekskill by the cars and got them to the boarding-houses; there they did not dare to interfere with them; in that way we got our bricks loaded.

Q. Did you get your yard ready to make brick this spring? A. I dug my pits out and made some preparation; I did not make much preparation because I saw the way the feeling was; there wasn't any use in getting ready; I was told by my foreman all I had to do was to meet a committee of the organization of the Knights of Labor, and I could choose my own committee, and I could get all the men I wanted.

Q. Why didn't you do that? A. Because I hadn't any confidence in the men.

Q. Why not? A. Because they did not keep the agreement they made the year before.

Q. Let me call your attention to the fact; do you know that there were in Mr. Fisher's employ at this time, or a little before—say in May—some Poles and Hungarians—seven or eight; do you know whether his house was attacked one night? A. He said there was.

Q. Stones thrown? A. Yes, sir; the men did not dare go to work after that.

Q. Did the same thing occur at Morton's house? A. Yes, sir; stones were thrown and a disturbance there.

Q. Why was that? A. Because he would not recognize the organization.

Q. Did you see a procession of the Knights of Labor march down to King's store? A. Yes, sir.

Q. Give the Commission an idea of what that procession was? A. It was a pretty noisy crowd; before I got out of bed in the morning I heard the beat of the drum; when I got down to the store I was told that the men were congregating all the morning; and they went around with this drum beating to get their men together, and they marched down to Morton's store to serenade the men in there.

Q. Was that the first day he started his yard? A. Yes, sir; that was the first day; finally he got a deputy, and he went down and told them that was private property and ordered them off, and they went away.

Q. How many men were there on Verplancks Point? A. There was about twenty-five, I think; Mr. King's boarding-house has been assaulted, Mr. Morton's and Mr. Fisher's, and they called on the sheriff to protect their property, and, after inquiring into the particulars, he sent the men up there.

Q. What instruction did he give you brickmakers? A. He said now that we had protection to put our men to work; they got them to quit work; they say by persuasion, I say intimidation.

Q. And so long as you did any work the deputies were there? A. Yes, sir; the deputies were there.

[A paper was here shown to the witness.]

Q. Were you one of the parties to that? A. Yes, sir.

Q. Is that your name signed to it? A. Yes.

[This paper was offered in evidence. It was received in evidence and marked "Exhibit B."]

Q. Were you able to start up your yard after that? A. No; I did not make much of an effort after I shipped the brick; I saw that it was no use, I thought.

Q. State whether you had any interview with James Carroll and a Knight of Labor delegate from Philadelphia this spring? A. Yes, sir.

Q. What was it took place at that time? A. Mr. Quinn, I believe was according to the testimony; he came there with Mr. Porter, Frank McGuire, John P. Ferry, Henry Beahan, and James Carroll; he

said he came there in the interest of the Knights of Labor to try and settle the difficulty between the men and their employers; it was too bad to have the business remaining idle; I told him we had made the men a fair offer; we offered them a dollar and a half a day until we commenced to manufacture, which is from a shilling to two shillings more than is paid in other brickmaking localities. I told him about Mr. Fisher selling some brick and having a boat come after them and the men refused to load them, wherein Mr. Fisher lost about two or three hundred dollars; I explained it to him and several other little difficulties we had; he said, "I see it is no use trying to settle anything to-day;" I said, "No; I don't think you can now or hereafter; the men are not responsible for their acts and we will not make any agreement with them;" James Carroll said, "It is reported you want to break up the Knights of Labor;" said I, "No; I never made any distinction between union and non-union men; all I ask is for them to do our work as we wish them to;" we parted on about those conditions; he left me to see Mr. King.

Q. Was not the difference between the men and the manufacturers, in the spring of 1887, that the men insisted that the schedule of wages which prevailed during the season should prevail during the winter and spring? A. Yes, sir; that is what they wanted; they lessened it later in the spring, but that is what their demand was; that is what the clause called for, they said.

Q. Was there ever any discussion between you and them that what the Board had decided only held until the close of the brickmaking season? A. I don't think I ever discussed it with them; Mr. Porter handed me that schedule a week after he waited on the other brick manufacturers; he waited on the other brick manufacturers, and the Sunday after he met me and handed me the schedule, the list, and I said, "I can't do anything with that;" and he said, "That is just what I expected."

Q. That was the price schedule? A. Yes, sir; they wanted fifteen and seventeen.

Q. For loading brick? A. Yes, sir.

Q. Have you been anxious this season to get men to do your work? A. Yes, sir; I have always been anxious to do so.

Q. Up to the time you published the notice? A. Yes, sir.

continued By Mr. TRAVIS:

Q. Where was that notice published? A. In Peekskill.

Q. What papers? A. *Democrat* and *Blade*; we agreed to pay them Haverstraw wages for Haverstraw work.

Q. What are Haverstraw wages for setting brick? A. There are different wages for setting brick; some brick has to be set more than others.

Q. What is the lowest and what is the highest? A. My schedule called for \$55.00.

Q. What is at Haverstraw the highest? A. What is the highest; I can't say.

Q. Don't they pay seventeen shillings there, or seventy dollars? A. I could not say; fifty-five dollars is what I got.

Q. Will you say that the price at Haverstraw is not seventy? A. I don't doubt but it is in some places.

Q. What does it cost to make a thousand of brick in your yard? A. As near as I could figure, it cost about six and a half or seven dollars to get it in New York last year.

Q. Would you not have been willing, last spring, to have started your yard at the old wages? A. Yes, sir.

Q. Will you say that you did not say, in the presence of Mr. Quinn, at the time he called upon you, that you were going to break up the organization, or words to that effect? A. No, sir.

Q. Or language of that character? A. Not that I remember.

Q. You would have remembered it? A. I think so; I never had anything against the organization.

Q. How many hours does it take to load a boat? A. You can put more on in the summer time than you can in the winter time.

Q. Then it is the length of time from sun to sun? A. Not always; sometimes they don't get up until the sun is an hour high.

Q. How many brick will nine men load a day from your yard? A. Sixty thousand.

Q. How many will they load in the summer time? A. In the summer time seven men will load sixty thousand.

Q. Were not your foreman's regulations for seven men to load sixty thousand? A. No, sir.

Q. Didn't your foreman always let the other men go if he could get seven men to load sixty thousand? A. He was very lucky to get seven men.

Q. Those were not his orders? A. No, sir.

Q. You did not see this house attacked? A. No, sir.

Q. You don't know, of your own knowledge, who did it? A. No, sir.

Q. Suppose it could be proven that other manufacturers besides yourself did that, would you then believe it? A. Yes, sir.

Q. How much proof would you require to believe it? A. I would require a great deal more than that association could find us.

Q. You would not require very much proof against the members of the Knights of Labor? A. I would not.

Q. Did you ever hear a bass drum in that village before? A. Yes, sir.

Q. On what occasion? A. They used to go around in the early morning and drum up the recruits at the time of the ice-house trouble.

Q. You are not a military man, are you? A. No, sir.

Q. Why did you desire to raise the day's work when you notified the men through the press? A. Because they said we did not pay enough wages; we said, "If we pay Haverstraw wages we want Haverstraw work."

Q. Did the men work when you made that offer? A. They did not work at all because we would not treat with their committee.

Q. Why did you refuse to treat with them? A. Because I had lost all confidence in them.

Q. When was that, after the decision of the State Board of Arbitration? A. Yes, sir.

Q. Did you comply with all the requirements of the decision of the State Board of Arbitration? A. I complied with all and more.

Q. Did you have any other reasons for starting Haverstraw rules on Verplancks Point? A. Not that I know of; I don't know of any other reasons.

Q. Nothing was talked about between you and the other manufacturers? A. No, sir.

Q. When did it occur to you that Haverstraw rules would work well on the Point? A. It occurred to me years ago.

Q. Why did you want to have Haverstraw rules on the Point? A. Because they had too much of their own way there.

Q. They didn't have on Verplancks Point? A. No, sir; our men always wanted to have too much to say; they all wanted to be bosses; there was a little jealousy.

Q. A little jealousy as to who owns the yards? A. Yes, sir.

By Mr. HERRICK:

Q. You occupy your yard under a lease, don't you? A. Yes, sir.

Q. It calls for a certain amount of rent whether you make brick or not, doesn't it? A. Yes, sir.

PATRICK KING, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. HERRICK:

Q. Where do you live, Mr. King? A. Verplancks Point.

Q. What is your business? A. Brick manufacturer.

Q. Where have you manufactured brick? A. Part at Verplanck and part at George's Island.

Q. Have you manufactured any at Verplanck this year. A. I have.

Q. How many? A. A little better than a half a million.

Q. Are you manufacturing any at Verplanck now? A. No, sir.

Q. Did you attempt to start your yard this last spring? A. I did.

Q. Were you one of the committee of manufacturers who met a committee of the laborers after the deliverance of the decision of the State Board. A. Yes, sir.

Q. Who did you meet? A. John Gallagher came down to the store and invited me to get one or two more of the brick manufacturers to bring up the decision to compare the decision up to the so-called school-house.

Q. Was John Gallagher one of the committee? A. He was.

Q. Was John Gallagher there? A. He was.

Q. You know he was? A. I do.

Q. You talked with him there, didn't you? A. I did.

Q. Who was with you? A. James D. Avery and one or two others of the manufacturers.

Q. You compared the decisions there, did you? A. Yes, sir; James D. Avery read one paper and John Gallagher read the other; after the papers were compared John Gallagher asked me what I thought about it; "I think it is all right," I said, "As far as I am concerned, I am satisfied to abide by the decision."

Q. What reply did he make to that? A. That I could not say.

Q. What demand did he make? A. He made no further demand, not at that time.

Q. Now afterwards did a committee of the Knights of Labor organization interview you with respect to the question of that decision? A. No, sir.

Q. Did they afterwards, any committee, make a demand upon you in reference to that back shilling from the first of May down to the first of August? A. They did.

Q. Who? A. It was Edward McEneny, John Ferry, James Carroll, and I think Henry Beahan; I am not positive; there was, I think, Nicholas Heaney; there was five or seven, I think, all told.

Q. How long after the decision was that? A. After the decision—a day or two after the decision was compared, the men were working as usual on our yards, and finally I went down one morning to George's Island; it was, I think, either the second or third morning after the decision was compared; and I went down, and when I came back again I found out that all the men on the Verplanck yards struck; did not go to work, and I simply inquired from different parties.

Q. How many yards have you on Verplancks Point? A. Two; and I inquired what was the reason for the strike.

Q. From whom? A. I inquired of the laboring men; so finally there was no man that I could find out to give me a satisfactory answer; there was nobody came to me to notify me what they struck for, and the yard was idle four or five days; finally I was making ready to mold with what men remained to work; they all didn't strike, there was probably two dozen remained to work.

Q. How many did you have to work before the strike? A. About a hundred men, probably one hundred and ten; I asked a little information and they told me it was in relation to the extra shilling a day.

Q. Can't you tell the Board who told you? A. The men who remained at work.

Q. What extra shilling do you refer to? A. That was the shilling that we had to pay from the first of May.

Q. You said five men came to you; what did they demand? A. They demanded that I should pay this back shilling that was in dispute.

Q. From what time? A. From the first of May.

Q. To what time? A. To make it good down to the present time.

Q. What did you tell them? A. I told them that I would, but I told them that I did not like to be imposed upon more than any other brick manufacturer; and sooner than have my business stop, I said, "I will pay this back shilling," and I did so.

Q. This was after they had been off four or five days? A. Yes, sir.

Q. Did they then go to work? A. They did; they made a proposition to me then that I would be able to run my yards Monday morning; I said, what is the difference if I can make a start to-morrow?

Q. What day was it? A. This was on Friday evening, I believe; the next day was Saturday; Mr. McEneny made the proposition, "to-morrow night will be pay night, and we will guarantee you that your men will be all back on Monday morning;" I said, "if those men are in better employment I don't ask them to come back to me; I will get along with what men I have got; if there is any of those men who are in better positions than I can give them I am perfectly satisfied for them to remain where they are."

Q. Did they go to work the next day, Saturday? A. Yes, sir.

Q. And did you pay them off that Saturday? A. I paid them just as soon as they demanded it.

Q. Including this extra shilling from the first of May? A. Yes, sir; I believe there was a fixed time when I was to pay it, and all received it that demanded it.

Q. Did they fix the time that you should pay that extra shilling? A. Yes, sir.

Q. At the time this meeting was held at the school-house did any of them specify what the objection was to the decision of the State Board of Arbitration? A. No, sir.

Q. Nothing was said about this extra shilling? A. No, sir.

Q. Did you have any trouble after that with your men or with the organization? A. I did.

Q. What was that? A. I sold some brick to James Bird & Son, Tarrytown, N. Y., and finally he sent his own boat and steamer to tow her, and on the second trip that the boat made — she was all but loaded the evening previous; this was on the sixteenth of September; the morning of the sixteenth of September I was surprised to see all the work suspended; and finally the foreman came over and said, "There is trouble here again;" I said, "What's up now?" "I don't know," he said, "they won't load this boat;" so I believe Frank McGuire came forward and he said, "This ain't a union boat;" I said, "What difference does that make?" He said, "We can't load any more brick on any boat that ain't a union boat;" I said, "That is ridiculous;" I said, "Here is a man at Tarrytown has bought a hundred thousand brick to make employment for his men, and he has got one cargo of brick, and this boat lacks about eight or nine thousand of a cargo; and I said, "I don't care a flip whether that boat is loaded or not; I don't care whether that boat is loaded with eight or nine thousand more brick or not."

By Chairman PURCELL:

Q. This man at Tarrytown buys the brick of you to be delivered at your yard? A. Yes, sir.

Q. And sends his boat for them? A. Yes, sir.

By Mr. HERRICK:

Q. But your men load the brick? A. Yes, sir.

By Chairman PURCELL:

Q. But it is his boat? A. Yes, sir.

By Mr. HERRICK:

Q. Did you finally get the boat loaded? A. Frank McGuire said, "If you give me half an hour or so I can tell you whether the boat can be loaded or not," and I said, "You can have all the time you want;" and he came back in about half an hour and said the boat could be loaded, and I said, "That is grand."

Q. Anything further last fall? A. Yes, sir; I had some pit shovelers, on wet days when there would not be any brick to shovel, they would wheel brick and set up at the kilns, and he demanded to get brick

shovelers' wages for wheeling brick and setting up; I said "There is no such agreement;" I said, "He gets nineteen shillings to shovel brick, and it is at his option to set up brick or wheel brick on wet days; I don't want him to wheel brick unless he wants to;" and I said, "I won't do that and you can report that to the next meeting that you have;" that was the last of that that I heard; some of them, I believe, thought it was unreasonable.

[*"Exhibit A."* was here shown to the witness.]

Q. Did you have a copy of that instrument sent to you this spring?

A. Yes, sir.

Q. Did you comply with it? A. No, sir.

Q. Were you able to hire any men who belonged to this organization to load your boats this spring? A. No, sir.

Q. Did you attempt to load your boats? A. I did, sir.

Q. What efforts did you make to do it? A. Myself and my sons, three or four in number, and one or two others got ready to load brick, and finally I got down in advance of the boys and the boatman and myself put up the gang-plank and I took hold of a barrow and I loaded and wheeled the first barrow aboard; and "now," I says, "the first barrow is aboard, and now I will not be satisfied until I see the last one;" I came in for the second barrow, and the foreman of the kiln that I was at said, "There is no use trying to load this boat with these brick because you won't be allowed;" I said, "Henry, this property is mine; I don't ask you to work against your principles;" I didn't ask anybody to do that, "but I am going to load this boat in spite of all the Knights in Westchester county."

Q. When was this? A. About the last of April.

Q. Did you have two or three barges up at your yard at one time?

A. Yes, sir; I believe that was in March; I was on the grand jury the week that the barges came up; they came five in number; some of those parties I loaded the summer previous, and finally the captains came up to see if I was going to load; I said, yes; I said, "I will make the attempt;" but I said, "It appears to me, from what rumor I can find out, the men are going to strike; they won't load those barges; I don't know for what reason;" I said, "I have been over to the store, and around the corner I heard the boys calling 'We won't load the barges,'" and I said, "Something strikes me that the barges won't be loaded;" I said, "I will get everything ready, and may be we can load one or two of you; the weather is kind of cold now" (navigation was just open), and I said, "I won't be able to load more than one or two of you, and if the others will go to Mr. Timoney

or Mr. Vaughey, who have others to load; I don't want to be too hoggish; if five could go down in one tow it would be very convenient; but if the others won't load you, come back and I will load every one of you, one at a time;" so I told the men to load the barges; I said, "I will give seventeen shillings a day to tossers-out, and I will pay fifteen shillings a day to wheelers, just as I knocked off with last fall;" the first thing I knew they would not load the barges; one of those gentlemen said, "This is too bad;" I said, "Yes, it is; and the best thing you can do is to go to Haverstraw or some other place and get some freight for your boats."

Q. Were any of them loaded at your yard? A. No, sir.

Q. Do you know, as a fact, whether the brick manufacturers offered a dollar and a half at Verplancks Point for loading brick last spring? A. I believe they did.

Q. Did they not offer a dollar and a half to any men that wanted to load brick? A. Yes sir.

Q. Did you make any discrimination between Knights of Labor and other men? A. No, sir.

Q. Did you ever make any discrimination? A. No, sir.

Q. Was a dollar and a half more than the going rate of wages for loading brick on the Hudson river? A. It was.

Q. How much more? A. Twenty-five cents, I believe.

Q. And what effort did you make to load your bricks or get men to come from outside there? A. I used all exertions; I had to take my teams out and go down to George's Island and take men from there up to the Point and get deputy sheriffs to escort them.

Q. In other words, you took your own teams and took men from George's Island, under the protection of a deputy sheriff, and took them back there when their work was done? A. Yes, sir.

Q. What distance is that? A. It is a distance of about a mile and a half.

Q. What difficulty did you have after your men were taken out? A. I was surprised one Monday morning when I went down to find that all work was suspended; there were men presented themselves to me with gashes in their heads from a raid made upon them the previous evening: and our stable boss, he had the keys of the stable, and we were at a loss to know what became of him or the keys; and finally, a day or two afterwards, he turned up and said he was taken out of his boarding-house and taken across the Hudson river and landed at Stony Point.

Q. How many men were landed across in that way? A. I think there were twelve or fourteen; I am not positive.

Q. How many of them came back afterwards? A. There were two came back to work for us afterwards.

Q. How many men were there in the gang that took them away? A. That I could not say.

Q. Do you know whether they were masked and blacked up? A. That is what the boarding-house mistress told me, and they swore to that before the grand jury at White Plains.

Q. Was Mr. Morton's house also stoned? A. I heard it was; I saw the windows broken.

Q. And Mr. Fisher's? A. Yes, sir.

Q. What action did you take after that? A. We applied to the sheriff and claimed protection for our property; we had considerable property there, and it was at the mercy of these raiders.

Q. What did the sheriff do? A. He said he would send us protection there.

Q. Did he do it? A. He sent his deputies there.

Q. What instruction did the sheriff give you after he sent his deputies there? A. He said that, as we had protection, we must make efforts and go along with our business, and we said that we would; and in the meantime he told us when we got this help at New York to telegraph him and he would come across the river and join us at Nyack, on the Christina.

Q. You went to New York? A. Yes, sir.

Q. What did you do? A. We got forty-five or fifty men, about.

Q. Then you telegraphed? A. After we got the men and agreed to pay for them, we telegraphed, and he sent two of his deputies and joined us at Nyack; we came along to Verplanck, and when the men saw what a crowd was at the steamboat landing——

Q. How large a crowd was it? A. It was, I suppose, in the neighborhood of three hundred — between two and three hundred; it was very excitable there at the time, and we undertook to bring our men out, and some of these men headed us off and said — John Gallagher, in particular, said — "Don't let these men go with them;" I said, "John, these are our men, and you have no right to interfere with them."

By Chairman PURCELL:

Q. Could these men speak English? A. Some spoke English and some didn't; we had different nationalities with us; not only that, but we told them there was a strike; we did not deceive them whatever; we told them that we had a strike, but that there was protection.

Q. Did you keep the men? A. We couldn't.

Q. Did the men run away from you? A. We couldn't keep the men; it was all excitement.

Q. Yelling? A. Yelling, yes; I have some of those men yet; oh, no, I made a mistake there; it was the men I brought to Peekskill; I made a second effort; I brought those men out.

Q. How many? A. I think there were about twenty, and I brought them on the train to Peekskill, and after I got to Peekskill I went over to Montrose Brothers and engaged carriages to take them down to the Point, and in the meantime, on our way up, there was some of the men from the Point came on the train to Montrose Point—came on to the train that I had my men on, and wanted to persuade the men. To Frank McGuire I said, "Frank, those are my men and I want you to leave them alone;" we had some words, and, I believe, we got hold; both of us appeared to be very much excited; I said, "Those are my men and don't you interfere with them;" we both of us took our seats; I went over to Montrose Brothers, when I got to Montrose, and got carriages to take them to the Point, and he, with two others, got another conveyance and started, as I supposed, to head me off and notify the Knights of Labor at the Point and take those men from me; I made up my mind I had to use a little generalship; I said, if I take these men to the Point we will lose them; so I drove to Lynch's, to the junction, and I happened to be lucky enough to get to the junction before they came out to intercept me; and I went to George's island.

Q. Did they come out to the junction to head you off? A. It was all excitement at the Point, I was told, and they sent men out on the different roads to confront me.

Q. You went to George's island instead? A. Yes, sir.

Q. Have you always been ready to go to work if you could? A. Yes, sir.

Q. Anxious to get to work? A. Yes, sir.

Q. Did you try to start your yard up in the beginning of the season? A. I did, sir.

Q. Both of them? A. Yes, sir.

Q. Did you go to considerable expense to get your yard started? A. Yes, sir.

Q. And these men you got here from New York, they cost considerable money? A. Yes, sir; they cost considerable.

Q. Since this time when you brought the men from Peekskill, have you had any trouble; haven't these men followed your men up from day to day? A. They have, sir, and crowded onto our grounds.

Q. Do you know whether or not the Knights of Labor had men on the railroads and on the steamboats going to New York to advise the

men at home whether the employers were in New York trying to hire men? A. That I could not say.

Q. At the beginning of this season did the committee meet you and ask you to meet them, pursuant to that provision in the agreement, to fix a scale of wages? A. I had a letter to that effect.

Q. From Mr. Porter? A. Yes, sir.

Q. Did you meet them? A. No, sir.

Q. Why not? A. Simply on the ground that I lost all faith in making any agreement with them as a body; I thought their agreement did not amount to anything.

Q. Why? A. Simply because they refused to accept the decision of the Arbitration Board.

Q. And you refused to treat with them for that reason? A. Yes, sir.

Q. Did you offer them work on your yard? A. Yes, sir.

Q. At loading boats? A. Anybody; no matter whether they were Knights of Labor or not; it does not make any difference to me.

Q. At a dollar and a half a day? A. Yes, sir.

By Mr. SPRINGSTEAD:

Q. Mr. King, you have worked on a brick-yard quite some time yourself, haven't you? A. Yes, sir.

Q. When you were a laboring man on a brick-yard, was it customary to make three or four different scales of wages for men who were doing one kind of work; when men were molding brick, and the men went into the shed at night, was there any distinction in their wages? A. There was.

Q. How long ago? A. As long as I have been working on a brick-yard; I have been working on a brick-yard thirty-nine years, and I always knew that distinction to exist.

Q. You undertook to open your yard this season under Haverstraw rules? A. I undertook to open my yard under any rules.

Q. I mean at the time of that advertisement? A. Yes, sir; after that I did; that was late in the season.

Q. Wasn't the wages of last year satisfactory to you? A. It was.

Q. Wouldn't you have opened your yard in the spring on that basis? A. I would.

Q. For what reason did you want to adopt Haverstraw rules? A. Simply for the reason that we could not compete.

Q. Did it take you from last spring, or for the last five or six years, to come to that conclusion? A. That has been my conclusion all the time.

Q. But still you were satisfied that the day's work you were doing last year was satisfactory? A. We had to be, because we signed it; I wasn't satisfied with it when I signed it.

Q. Don't you think it is worth as much to handle burnt brick spring or fall as it is in summer? A. Provided the same complement of brick would be loaded; I told the men so; so long as the work would be done I would not care.

Q. How much is a fair day's work for ten men in loading brick on a boat? A. About ninety to one hundred thousand.

Q. Would not you load ninety thousand brick in the summer for a day's work? A. Yes, sir.

Q. And wouldn't you load the same in the spring, a short day's work? A. Yes, sir.

By Mr. HERRICK:

Q. How many yards are there in Verplanck? A. Fifty-four.

Q. Is it not the largest brickmaking point on the Hudson river? A. I believe it is the largest in the world; it is the largest in America.

By Commissioner DONOVAN:

Q. Do you remember my first visit to Verplanck and my visit to you? A. I do.

Q. Do you remember the conversation that occurred between you and me at that time? A. I think I do.

Q. Just give us the gist of it, not the whole conversation but just as you understood it. A. When Mr. Donovan made inquiries for King I presented myself, and he said his mission was to have a committee of the brickmakers and a committee of the Knights of Labor meet and sign an article so as our work would go on as usual, and he would come on a future day to try to settle the dispute between us, and he expected that we would sign our names; I said I would be satisfied, for one, and I said, "I will send and get some more of the brick manufacturers and see what they say about it;" and it appears that all hands were satisfied.

Q. Previous to that do you remember me stating to you that we preferred that a committee from the manufacturers and a committee from the employes should meet and settle the matter between themselves? A. It may be so, but I don't recollect it.

Q. Do you remember me stating at the time that it was impossible to bring about a settlement in that way? A. I don't remember it, but I don't dispute it.

Q. Do you remember me getting paper from your desk and writing out two distinct articles of agreement, one for each side, which were amended afterwards to suit the wishes of both sides? A. I do.

Q. After you signed that paper and agreed to open your yards and have the Board come there and investigate, what was your understanding as to the decision of the Board; that you were bound by it? A. I did; I understood that we were bound to abide by the decision, whatever it was.

Q. After you received the decision and had conversation with your fellow manufacturers, was it your intention to carry out the decision? A. I hadn't any conversation with the manufacturers about it until Mr. Avery and I went up to the school-house, and there I believe the two Messrs. Vaughey were in ahead of us.

Q. Was it your intention to carry it out? A. It was, sir.

Q. And did you carry it out? A. Yes, sir.

Q. Until the end of October? A. Until navigation closed.

Q. The principal point of difference at that time, as I remember it, was the interpretation of the sixth section of that agreement entered into between a committee of the manufacturers and a committee representing the employees, entered into on the 18th day of July, 1885? A. I believe it was, sir; and at that time there was a public understanding that there was to be a difference of twenty-five cents a day between the prices paid for shoveling King & Lynch's pits, and Timoney's, and Vaughey's & O'Brien's and Adam Fisher's.

Q. And did you receive any intimation from any person, either on your own side or the other, after signing that agreement to submit the matter to the Board and abide by the decision, that the matter was not at all binding and was only to continue for ten days, pending the investigation? A. No, sir.

By Mr. SPRINGSTEAD:

Q. You testified that an agreement was made between the brick-makers and the employees; who made that agreement? A. The brick-makers and John G. Caville and Ryan; I believe Robb was not with them the second time.

Q. Had you any other reason, except the ones you stated, for not opening your yards in the spring of this season? A. No, sir; not any.

EDWARD MCENENY, being recalled on behalf of the employers, testified as follows:

By Mr. HERRICK:

Q. In the summer of 1886 were you a member of the Knights of Labor organization of Verplancks Point? A. Yes, sir.

Q. And did you act on its executive committee as one of its members? A. Yes, sir; I believe I did.

Q. In the management of the matters between the laborers and the manufacturers? A. Yes, sir.

Q. Were you a member of the committee that, after the decision of the Board was rendered, met the brick manufacturers to compare the decision? A. Yes, sir.

Q. Who were present on the part of the labor organization? A. There was me and Frank McGuire, and I am not positive whether Gallagher was there or not; it is so long ago I have forgotten, but I think he was, and I think, John Ferry.

Q. Will you state to the commission what took place at that interview? A. We received our return from the Board and I, for one, was not satisfied with it; we sent word to Mr. King — we understood he got the other one — asking him to meet us to compare them, and he did so in the old school-house, and we compared them, and Mr. King was satisfied; Mr. Avery was satisfied.

Q. What did they say? A. Well, King said it suited him just to a T, and he was going to abide by it; Avery said "It suits me just to a T, and I am going to abide by it, too;" Tommy Vaughey said "It compels me to pay more than the men are asking," and I think Bernard complained there, but I cannot remember what he said; I wasn't satisfied with the decision; I thought that we ought to get the shilling.

Q. From the first of May; wasn't that the reason they were not satisfied? A. Yes, sir.

Q. And that was the only reason, wasn't it? A. Yes, sir; and we made up our minds that we would get it.

Q. Did the organization determine that they would get it; I do not mean by resolution, but was it understood? A. Yes, sir; it was understood that that was what we were after.

Q. What did you do after that? A. A committee of seven went to Mr. King after that; I think I was one of them; we thought Pat was about the tenderest hearted of the lot, and we tried him first; the men were off in his yard for about five days.

Q. Why did they quit? A. To get the shilling; I saw that some of the men were weakening, and were about to go to work, and I suggested that we appoint a committee and go to Pat, and we went; he agreed to pay it, as I expected.

Q. Did you tell him that his yard would be idle unless he paid the shilling? A. He knew that, because it was idle at the time; I knew that King wanted to make brick, as well as the others, and he agreed to that, and I was satisfied with that; Pat's son kicked very hard about going over the books again, and he said why not pay the deficiency of the shilling in some other way; put it on more from

that time out until brick making would end; but we would not have it that way; we wanted that shilling, and Mr. King gave us the shilling, and his men went to work.

Q. Did he pay the two shillings too? A. I can't say about that; and I don't know much about what happened since, because I haven't been a member of it, and have not paid much attention to it.

Q. Did you, as a member of a committee, wait on any other brick manufacturer. A. I couldn't say; I may have, but I don't remember it.

Q. You are a deputy sheriff of the county; a regular deputy? A. Yes, sir.

Q. And live at the Point? A. Yes, sir.

Q. I wish you would give to the commission some idea of what you have been doing there in that capacity, in respect to the protection that the sheriff has afforded to the property down there, and why they were called there. A. All I know about that, I got word to meet the sheriff at Peekskill here, and I met him, in company with Mr. King, Mr. Fisher and Mr. Morton.

Q. When was that? A. I think it was in April; they claimed protection, and he said he would send the protection, but for them to get men and load their brick, so as not to be too great an expense on the county.

Q. Why did they ask for protection? A. They claimed that houses were broken into.

Q. Did you see any of them broken into? A. No, sir; I slept in Morton's house; the men would not sleep in there unless I slept there too.

Q. Was that before or after the stoning? A. It was the next night after the stoning; the next night the sheriff came with twelve or thirteen special men; I did not expect him, because it was late when he came; he said he had some trouble in getting the men because it was such short notice; he put the men in my charge, and said, "Now, I will hold you responsible for these men's actions," and warned them to be pretty near right; I put six of them in Snell's house that night; that is Morton's boarding-house; and the other six I put in Mr. King's boarding-house; that is on George's island; and the next day there came eight more, and I distributed them among the other manufacturers — some in Mr. Fisher's house and some to the others — so about the deputies, they remained there eighty days.

Q. During that time did you have any personal conflicts with any of the resident laborers there? A. We had a little racket the time the men came up on the Christina.

Q. Were you there at that time? A. I was there, but I was just a little bit late; I was away serving papers for the grand jury, and I came there a little bit late; the men were just ashore; men were running this way and some that way, and I saw Mr. King and Tommy Vaughney; they had six men with them; I spoke to some of the boys on the dock and told them not to interfere with the men; I saw it would be no use to take them away from them; I went up with them, and between them they got six men up; on the way up I arrested one man; I thought he was interfering too much; we took them up to Snell's; the next day they went away and went to work for Mr. King on George's island; they would not work for Mr. Morton.

Q. Do you know that the reason that they would not work for Mr. Morton was that they were afraid of violence? A. I can't say that I know it.

Q. Have you yourself been threatened for the performance of your duties on the Point? A. I have been told so, but none of them ever threatened me to my face; I was told that I would get a crack, but I did not take any stock in it; I did not think I would.

By Commissioner DONOVAN :

Q. According to the decision of the Board, as rendered, would the employees have received the shilling a day for those three months; did not the decision call for it? A. Yes, sir.

Q. Did you consider yourself in duty bound to carry out the decision rendered, according to the document signed by you as a member of the executive committee? A. At the time I was a great Knight.

Q. Did you consider the decision binding upon you as a member of the organization? A. Well, I got a tip that the Board had no power.

Q. You, as one of the executive committee, you and your associates of the executive committee, signed a written stipulation; the manufacturers, on their part, signed precisely the same stipulation, agreeing to submit your matters of difference to this Board for its decision and agreeing to abide by that decision; you stipulated that in writing? A. Yes, sir; I did.

Q. And that stipulation bound not only you, but bound your organization? A. Yes, sir.

Q. The question is, did you, as men of honor, consider yourselves bound to it; did you agree to it or not? A. I can't say as I did; my conscience let me off; if I got that shilling I was satisfied; if I didn't I wasn't.

Chairman PURCELL.—In this particular case of arbitration last summer we were not required to do anything of the kind, but Mr. Donovan, who felt a great desire to have this matter amicably settled, came down here and the parties agreed to submit the matter to the Board for decision. Mr. Donovan then communicated with Judge Robertson and myself, and, without being compelled by law to do it, we came here as volunteers and undertook to do it. You know what trouble we went to. We came here and spent two or three days and took testimony and wrote it out carefully; and we did it for the benefit of the little community in which you men are citizens, and we meant to do what was right and fair to both parties to the grievances. I confess that when I learned, as I did to-day, of the plighted faith of the parties who, over their own signatures, agreed to submit the matter to the Board and abide by the decision, I was surprised and disappointed.

By Mr. McGUIRE:

Q. Do you recollect what was the feeling of Mr. Fisher toward the State Board; what was his feelings; what did he tell you that he would do and wouldn't do? A. I can't remember a word that Mr. Fisher said to me.

Q. I can call to mind that Mr. Fisher said he wouldn't pay a shilling a day more for any State Board? A. He never said it to me that I know of.

Q. Do you recollect me refusing to sign that document submitting the matter to the State Board of Arbitration? A. I recollect you refusing to sign it but not submitting; I recollect you refusing to sign it until Jeremiah Keeler was reinstated.

Q. Didn't you send notice to King's, after you received the decision, to come up to the school-house and compare it? A. I think I did.

Q. Didn't he refuse to come and afterwards changed his mind? A. I don't know.

Q. He did come up afterwards? A. Yes, sir.

CAR BUILDERS.

NEW YORK CITY.

About the fifteenth of April a committee of the employes of the John Stephenson Company, of New York city, called upon the officers of the company and requested that the wages of all hands be increased about fifteen per cent. Mr. Stephenson invited the employes to a conference and made a statement to them showing that the company was unable

to grant their request. On or about May 18, 1887, a meeting of the employes was held and the following scale of wages was formulated:

An increase of fifteen per cent to all men receiving twelve dollars or less, ten per cent to all receiving from twelve to fifteen dollars, and five per cent to all who receive fifteen dollars and over; no mechanic to be paid less than two dollars per day.

A committee of one was appointed to present the demand to the company. It was claimed by the employes that when this committee called at the office to confer with the company in reference to the proposed increase of wages, he was discharged from their employ. The employes learned of this on the twentieth of May, and about 150 of them quit work, stating that they would not return until their demands were acceded to. At the request of the representatives of the employes, on the fourth of June a member of the Board had interviews with Mr. John Stephenson, president of the company, and with a committee of the employes. On the part of the company it was claimed that no notice was given of the intention of the employes to cease work, and that, in that respect, the company had been treated unfairly; and that they had proceeded to engage new help to take the places of those workmen who had left their employ. The employes, on the other hand, claimed that they were justified in taking such action because their fellow-workman was victimized while acting as their agent in the presentation of their demands.

The Board sent a communication to the John Stephenson Company, requesting information as to the terms upon which the men would be permitted to return to work, and the president of the company replied thereto as follows:

"1. Our door is open for the return of our old workmen, and their good conduct hereafter will prevent reference to exciting circumstances.

"2. Where places of absentees have been filled satisfactorily to us, the present incumbents will be retained, and if we can supply other places for the incomers we will endeavor to do so.

"3. We think it best not to say positively whom we shall not receive, as at personal interview explanations may change the present aspect.

"4. I will accept an interview with any of the men so desiring, and will listen to their statements with purpose to correct or remove any existing causes of dissatisfaction, so far as practicable."

On receipt of this communication the Board recommended that the employes accept these terms, pending the decision of the Board as to whether they should inquire into the causes of the difficulty or not. The employes acted upon this advice, and returned to work on the sixth of June. Subsequently the Board decided that an investigation was not necessary.

CHANDELIER MANUFACTURERS.

NEW YORK CITY.

On or about the 30th day of August, 1887, the chandelier manufacturers of New York city and Brooklyn notified their employes that, on and after September 5, 1887, fifty-nine hours would constitute a full week's work, excepting the eight weeks succeeding the first Monday after the 15th of June, 1888, during which time, fifty-five hours would constitute a week's work; and that the Saturday half-holiday would be discontinued, except during said period of eight weeks. On the 5th day of September, 1887, a committee of the employes of the chandelier manufacturers called on the firm of Oxley, Giddings & Enos and demanded that the Saturday half-holiday be restored to the employes of that firm, and that they be allowed a full week's pay for fifty-five hours' work. The firm refused to accede to this demand, and all but a small number of their employes stopped work. On the 7th of September, 1887, the Archer & Pancoast Manufacturing Company, the Travis & Murray Manufacturing Company, the W. C. Vosburg Manufacturing Company, Cassidy & Son, Joseph Donaldson, Iden & Co., Oxley, Giddings & Enos, the Brooklyn Gas Fixture Company, and John W. Williams, notified their employes, by posting a notice in their several factories, that owing to the disturbance resulting from the abolition of the Saturday half-holiday, the factories would be closed that night and remain closed until the acceptance of the time schedule specified in their circular of August 30, 1887. By this action about 2,000 men were deprived of employment. On the eighth day of September the members of the Board were notified that a meeting would be held at the Metropolitan Hotel, New York city, on the 10th day of October, 1887, for the purpose of endeavoring to effect a settlement of this difficulty; and representatives of both sides were requested to meet the Board at that time.

The Board met at the Metropolitan Hotel, New York city, October 10, 1887, at ten o'clock a. m., all the members of the Board being present.

The following persons attended the meeting:

On behalf of the Chandelier Manufacturers' Association, Messrs. C. H. Fisher, Henry Iden, Charles Oxley, John Cassidy and H. C. Beck; on behalf of the United Brass Workers' Executive Board, T. J. Ford, John Kelly, E. H. Greene, Bernard M. Abell, Robert Leonard, and Timothy Reagan; on behalf of the Central Labor Union of New York, Messrs. Jones, Farrell, McClellan and Bohm.

Chairman PURCELL. — Gentlemen, the State Board of Mediation and Arbitration having learned by public announcement that a lock-out had occurred in the brass-workers' trade, the chandelier workers, involving the labor of two or three thousand men, it has become our duty to offer our services to both parties, with a view to bringing about an amicable settlement of the difficulty and the resumption of work. To that end we have invited representatives of both sides, each side having, as I understand, an organization. There has been a very prompt response; both sides are represented here, and the Board is now ready to hear anything that either side has to offer with a view to the end that we are aiming at. As this is a lock-out, the manufacturers will have the initiative in presenting their case to the Board. We are now ready to hear from the manufacturers.

Mr. FISHER. — Messrs. Commissioners and Gentlemen. The Board was kind enough to serve upon us an invitation to be present this morning, and the statement that I make on behalf of the manufacturers, and by their instruction, is simply this: that after months of careful consideration and comparison of notes, having tried the Saturday half-holiday for over a year, we came to the conclusion that we could not afford to grant it any longer. Of course there are a number of reasons why that should be so, the principal one being that there are quite a number of concerns, from twenty to twenty-five, perhaps more, throughout this country, where they not alone do not give the Saturday half-holiday, but work their men at lower wages a good deal than we do, and also their expenses are much less. Having carefully, as I said before, considered the subject, we issued a circular to our men on August thirtieth, notifying them of the fact that we had decided to discontinue the Saturday half-holiday with full pay, and announcing that in the future the schedule of time would be fifty-nine hours, with sixty hours pay, as we had had it previous to the granting of the Saturday half-holiday. In order to make it perfectly straight, I will say that we offered our men eight weeks following the fifteenth of June, with fifty-five hours time and sixty hours pay; that is practically granting them, for two months during the summer, the Saturday half-holiday.

Chairman PURCELL. — Have you a copy of the circular?

Mr. FISHER. — I have not. After this announcement some of our men kept at work on Saturdays and some did not. However, we ran along until Tuesday, the fourth. On Wednesday, the fifth, we were notified by Messrs. Oxley & Giddings that they had been called upon by a committee of the Brassworkers' Union who demanded the Saturday half-holiday with full pay, and upon the refusal of Messrs. Oxley &

Giddings to that demand their men were ordered out on a strike. Then the manufacturers, deeming that a blow against one was a blow against the whole association, decided to shut down their factories on last Friday, which was accordingly done. That is all there is about it.

Chairman PURCELL.—Now, gentlemen on the other side, we would like to hear from you.

Mr. FORD.—In regard to our position in this matter I wish to state that, so far as the first part of the statement of Mr. Fisher is concerned, he is entirely correct. We met and settled this matter amicably some sixteen months ago, and up to one month ago the manufacturers lived up to the agreement they had verbally made with us to give us the Saturday half-holiday. This was made without regard to any specified time that it should cease to exist; it was made indefinitely. Also at that conference that was had, to show the manufacturers that we wished to be as just to them as they were to us, as we considered at that time that they acted square, upright and honest in the matter, we had a meeting of the committee—we called them together right at the conference—and in order to show them that we did not wish to take them at any disadvantage, we decided that in case we decided to make any other demand on them we would give them a full month's notice of any demand (this was voluntary on our part), and endeavor to have the matter settled by a conference between the two parties, instead of resorting to a strike. The manufacturers and ourselves were perfectly satisfied with the arrangements entered into then. The manufacturers (I forget whether it was at that meeting or at a subsequent meeting that was held) asked us to endeavor to bring their competitors in other places, in the chandelier line of business, into line with them, and we promised that we would do our utmost to bring them all into line; but I claim right here that we never did promise, nor was there any agreement on our part, to bring all the industry into line, as I have seen in the paper. That was not our agreement. We did promise to bring their principal competitors, who were in Philadelphia, into line. This we accomplished after much effort for six months. We also endeavored to bring their competitors in other centers of the industry into line, but in that we have not succeeded yet. Those negotiations are pending. At all events, we did not succeed in bringing them into line. Unless the committee, who were present at that arrangement, entirely misunderstand the purport of what took place, it was an understanding that if the manufacturers desired to do anything such as they have done recently, they would call a conference; that they would notify our organization and place the matter before our organ-

ization before they would take any action in regard to it. This they did not do. In fact, as the representative of the organization, the first notice I got of it was when I was requested by my organization — we had a picnic here lately, and I was asked to go around among the manufacturers and ask them for prizes to be contested for in the athletic exercises at our picnic — and the first intimation I had of it was when Mr. Fisher notified me that they were going to post up a notice in their shop that afternoon; that was the first time I was informed of it. After that I asked Mr. Fisher if he could not arrange a conference between our organization and the manufacturers' organization, with a view to arriving at a settlement, because I knew the temper of the men in regard to that, and I foresaw what would result if the manufacturers persisted in their attempt to take away the half-holiday. Mr. Fisher told me he would have that matter presented to their organization, which he did; and I received a notice from Mr. Enos, of Oxley, Giddings & Enos, the secretary of the organization, to the effect that the manufacturers had duly considered this matter, and they had decided not to grant us that interview, and they would consider fifty-nine hours' work in all the shops as a week's work. I notified my organization, and it was decided by our executive board to call a meeting in the shop and test the sentiment of the men, because charges had been handed around that three or four men were trying to precipitate trouble between the manufacturers and the men that worked for them. At the suggestion of Mr. Abell and myself, it was determined to test the sentiment of the men at a mass meeting held at Cooper Union, and it was then decided unanimously by the men that the principle would be contended for; in fact, some of the more hot-headed wanted to go out immediately. We decided, however, not to do any such thing, but we advised the men, for the sake of the principle which we were all contending for, to ask the men to quit work. Previous to that meeting, however, they had gone off from all the shops without any authority from our organization; they had simply quit, as of course they had a right to do, for themselves; but when we found that the manufacturers would not meet our organization and discuss this matter the executive board ordered the men to quit every Saturday at twelve o'clock, with or without pay. This they have done. It seems that rumors were circulated around and a great many of the members of our organization came to the conclusion that it was the intention of the manufacturers, in any event, to lock out the men, and we decided to make a test case, and Oxley, Giddings & Enos' shop was the shop selected in which the test was to be made. We had a meeting in Clarendon Hall, a full meeting

in which every member of the organization had a voice, and it was decided in that meeting that a committee call on Oxley, Giddings & Enos and demand the Saturday half-holiday, and in case of a refusal, every man in that shop, with one or two exceptions, agreed to quit work. The reason that Oxley, Giddings & Enos' shop was selected for the test was because of an occurrence that had taken place a few days before. The shop that had been selected for the test was that of the Archer, Pancoast Manufacturing Company, and not for any particular reason, except that Mr. Fisher was the president of the organization; but this matter happened in Oxley, Giddings & Enos', and at the last moment it was decided to take that shop for the test. That was only done to find whether the manufacturers would lock out their men, which they did. We claim that the manufacturers have violated their agreement with us in taking away the Saturday half-holiday; that they have not given us a fair deal in the matter, by reason of not having accorded us a conference, which would, in my opinion, have prevented what has occurred at the present time. I believe that matters could have been arranged then so as to have avoided this lock-out; perhaps I may be mistaken.

MR. FISHER.—I have only this to say, in reply to Mr. Ford, at least upon the subject that we are both talking upon, and that is that none of the manufacturers entered into any agreement regarding a month's notice. I believe that your committee said that you would give us a month's notice in case you intended to do anything, but that was in consequence of the good feeling on account of our granting the half-holiday; we were all very pleasant, as we are here to-day, but there was no definite agreement, because if there had been I am certain that the manufacturers would have stuck to any agreement they made. Mr. Ford very properly stated that there was no limit stated when we granted the half-holiday. It was only an experiment; we were willing to try it, and I think we gave it a fair trial.

CHAIRMAN PURCELL.—Mr. Ford, you have expressed the opinion that if that conference which you requested had been granted, this difficulty might have been obviated.

MR. FORD.—That is my opinion.

CHAIRMAN PURCELL.—I simply refer to that to inquire, if there were a conference now between you and the manufacturers, whether this difficulty could not be settled in the same way.

MR. FORD.—That was our intention in coming here. It is not our desire to prolong this lock-out; it is not our desire to inconvenience the employers; and I am sure it is not our desire to keep our men out of employment any length of time. We are willing to do

anything that is possible to settle this matter right here and now, but there is this to be said, I believe our men are willing to suffer a great many inconveniences before they will agree to do anything which they consider unfair and improper. That is the feeling of the men, and I believe I express the sentiment of the men, and if not of all of them, of a great many.

Mr. FISHER.—I am instructed by the committee who are here to say that the same objection that we had to a conference that was applied for by Mr. Ford exists to-day; that it is not a question of whether we want to grant it, but in the interest of the men and in our own interest, we could not afford to do anything but what is proposed in our circular of October fourth; that we have to stand by, in our own interest and in the interest of our men. It is our conviction that a conference would only result in a disagreement.

Mr. GREEN.—The statement is made by Mr. Fisher that the manufacturers gave notice to the men, in August, of the termination of the granting of the half-holiday, when, in fact, notice was given on the second of September to take effect on and after the fifth; and it was rumored in the newspapers, and I believe with some foundation, that at the conference of the manufacturers and the representatives of the United Brass Workers, they agreed to organize the industry all over the United States, on condition of the granting of the half-holiday in New York and Brooklyn, notably Philadelphia, Ansonia, Meriden, and Chicago. I will state, as a member of the committee at the conference, that the only agreement was that they would organize the city of Philadelphia, they being the chief competitors of the New York manufacturers, and the manufacturers expressed themselves perfectly satisfied with the arrangement, if the manufacturers of Philadelphia were brought into line on the fifty-five hour movement. Our association went to work immediately after that conference and spent nearly \$2,000 in an attempt to get the Philadelphia chandelier manufacturers into line on that agreement, and we succeeded.

Chairman PURCELL.—Are they working on that system now?

Mr. GREEN.—They are, all except one firm, and they are working on fifty-six and one-half hour's time. I was in Philadelphia last Saturday, and they are working on that system, and they stated that they did not propose to work on any other plan unless the New York manufacturers decided to work on the fifty-nine hour plan, and then they will do the same. They will continue to work on the fifty-five hour plan unless they are forced to abandon it by the action of the New York manufacturers. Buck, Son & Co., Horn, Warner & Forsyth,

Kisben D. Cosanco Company, Shaw, Kelly and every one of them, they are satisfied with the fifty-five hour system and propose to keep it up unless compelled by the manufacturers of the city of New York to do otherwise. I was a member of the committee that waited on Mr. Oxley the day his men went out on strike. The whole trouble seems to be that a firm in Meriden, Connecticut, came down here and outbid the New York manufacturers on some large contract, and I think that is the only reason that the manufacturers of this city claim that they cannot compete with the firm of Bradley & Hubbard of the city of Meriden, Connecticut. After the agreement was made at the conference that we would bring the manufacturers in Philadelphia in line, the other firms in the east and west were mentioned, and we told the manufacturers that we would organize the trade in Philadelphia and would do all in our power to bring the other manufacturers into line, which we have done successfully, and they are working on that system in Philadelphia to-day.

Chairman PURCELL.—This is the circular, and we will put it in evidence:

August 30, 1887.

To our Employees : •

About fifteen months ago we granted to you in good faith the Saturday half-holiday, with full pay, hoping that we could continue it without serious loss to ourselves. Having given it a fair trial we regret to be obliged to discontinue it for the reason that we find we cannot afford the loss, and owing to the competition with manufacturers in this and other cities who have not granted the Saturday half-holiday, and who pay lower wages than we do. Therefore, dating from September five, fifty-nine hours will constitute a week's work, with sixty hours' pay, excepting the eight weeks succeeding the first Monday after June 15, 1888, during which fifty-five hours will constitute a full week's work with sixty hours' pay. We make the concession of the half-holiday during the eight weeks in the summer, trusting that it will be appreciated in the same spirit of good will in which it is granted.

Mr. ABELL.—I wish to take exception to what Mr. Fisher has said in reference to their being unable to compete with other manufacturers, for the reason that they are under greater expense. The only greater expense that I can see is that they have a greater amount of machinery, etc., and it is an admitted fact that they will get profit back on their investment. If I print a newspaper and use a thousand pounds of paper a day I will get it cheaper than if I use a small quantity. It is a well known fact that the larger the quantity of raw material used the lower the price at which it can be purchased.

Mr. FORD.—I wish to say that the reason the manufacturers give for refusing to give us the Saturday half-holiday is undue competition from other centers of the industry. In regard to that, I wish to say that during the time that this has been in existence we have made a study of this matter, and we know that the New York manufacturers, at the present time, manufacture seventy-five per cent of all that is made in the United States; we are satisfied on that point. Another thing I wish to say on that matter, if the manufacturers are suffering so greatly from undue competition, the evidences that are shown to us, or judging from outside appearances, it goes to show that of all the manufacturers here present there is not one of them, I believe, but their business is so large that their factories could be increased and they could employ more men. In proof of that, I will state that Archer & Pancoast are enlarging their factory so that they will have room for one-third more than the number of men they employ at present; Oxley, Giddings & Enos have removed their factory to Brooklyn, and they have room for double the number of men they had room for in New York; and I believe if this trouble is settled and the business is proceeded with, that Oxley, Giddings & Enos will employ double the number of men that they formerly employed; in regard to the firm of Iden & Co., they have removed to more commodious quarters since the half-holiday has been in existence, and I believe they are employing one-third more men than they were employing when they were down at the corner of Hester and Baxter streets. All this goes to prove to us that the Saturday half-holiday has not injured the business of those manufacturers. That is the evidence that is shown to us. In regard to the firm of Cassidy & Co., their factory has been enlarged, and if they were running to-day, I believe they would have one-third more men than they had a year ago. The manufacturers claim that they will have to enlarge their business to make as much money, and employ double the number of men. Well, if they are suffering from outside competition they are also getting more work. We know that the eastern people are the only people that they have to fear competition seriously from, and we believe that that is not sufficient to require us to rescind our demand for the Saturday half-holiday. Steps have been taken to get those people into line, for of course we recognize the fact that it is just as material for us to get them into line as it was to get the Philadelphia people into line, but we have not succeeded with them up to the present time. We claim that the chandelier industry has not suffered on account of the granting of the half-holiday; the chandelier industry has prospered during this season. A

large concern in this city, Mitchell, Vance & Co., it was the largest in the United States, failed a short time ago. The cause of that failure was not on account of the half-holiday; the cause of the failure of that firm covered a number of years prior to the time that they gave their employes the Saturday half-holiday, and cannot be cited as an instance of the injustice of giving men the Saturday half-holiday.

Mr. OXLEY.—Mr. Ford cites an account of us building a large factory over in Brooklyn as a sign of our prosperity. As I told Mr. Ford the other day, "All that glitters is not gold," and you, gentlemen, who are men of business, will understand very readily that when a manufacturer has a large amount of capital invested, he will do anything that he can to save that capital. We found ourselves tied up here with a very large rent, and we found that we could go to Brooklyn and build a larger factory for a less price. If you do one hundred thousand dollars more business, of course there is going to be a profit on that last hundred thousand dollars. Our books will show that our business was not profitable for the last two years. If you could build a larger factory and enlarge your business and make a profit on that increase of business, wouldn't you do it? We can, at the same time, rent our factory here for a good rent. Besides, was I not doing a good thing for these men if I employed double the number of men? There is not a man in the chandelier business who would be more willing to give the Saturday half-holiday than I would, and these men, who know me, ought to know it. I think we Americans are all overworked. If we could do our business in nine hours a day we would do it. As I grow older I find that I am working too hard. It is necessary, in order to make a profit, for us to enlarge our business; at the same time we give these men more work. It is not a sign of our prosperity. These men do not know that I paid a dollar on this building. I do not say that it is not so. "All that glitters is not gold." There are a good many things that glitter, and glitter very brightly, and the inside is all brass.

Mr. IDEN.—I do not see how this long conference is to be beneficial. We have considered this matter, and considered it very carefully. Outside competitors can beat us on prices; they can beat us in Philadelphia and other places. Where they can buy the cheapest, the dealers will buy, whether the goods are from New York or from California. We have considered this matter very carefully, and we have come to the conclusion that we cannot give this half-holiday; if we could give it we would, but we cannot.

Mr. ABELL.—I have been informed by the employes in Mr. Iden's that the returns from their business have increased one-third inside

of the last two years, and from Mr. Oxley's statement that he has removed to Brooklyn and enlarged his factory at a profit, why not give this Saturday half-holiday? For every one hundred men that are put on at fifty-five hours, he is giving employment to men who might be idlers, and he is becoming a manufacturer and a consumer at the same time.

MR. OXLEY.—These men say it has not cost us a cent. It is eight per cent on the half-holiday, as they figure it up, but as we have figured it, it is a fifteen per cent additional expense on our business, because on Saturday they don't do one-half or one-third of a day's work.

MR. CASSIDY.—In regard to what Mr. Ford said, that seventy-five per cent of the gas fixtures made in the United States are made in New York, I think there is not more than fifty per cent of the gas fixtures made in this city. In Philadelphia there are about 800 men employed. Outside of Philadelphia, in other places, they work sixty hours a week, not fifty-nine. In New York and hereabouts there are 1,800 men employed in the industry. Mr. Ford has kindly referred to Cassidy & Co. enlarging their factory; I found last spring that I had to enlarge my business in order to make any money, and I hired two lofts and put more men on. I know that we will give twenty-five or thirty per cent more for a dollar than we did a year ago. These parties in Philadelphia can give the half-holiday, and undersell me and make a very handsome profit besides. I know that, because I have seen their goods and I have seen the bills on which they sold their goods.

MR. FORD.—I believe what Mr. Cassidy has said about the number of men employed at the business outside of New York is true—that fifty per cent of the men employed at the business are outside of New York; but at the same time I claim that seventy-five per cent of the manufactured goods are turned out in New York by the men employed in these factories. The reason I say that is this: In New York I know they have the best machinery, they have the best men, and we contend that notwithstanding that they had to meet this demand of the Saturday half-holiday during the last sixteen months, they have been able to hold their business and to increase it during this time. There is no factory outside of New York that can manufacture certain lines of goods; they are manufactured only in the New York factories. We have the best machinery here, we have the best working men, and I will pay that compliment to the manufacturers, I believe we have the best business men here too. That is the reason they do most of the business here.

Mr. CASSIDY.—A few months ago there was a large contract let for a public building, and it was lost by the New York manufacturers; the Philadelphia postoffice contract was taken by a small concern at twenty-five per cent less than any member of our association could figure it.

Mr. BECK.—I cannot say aught against the statement that we do seventy-five per cent of the business of the country in New York city, but that does not deny that it is not a profitable business. We do a large business, and we intend to do a larger business. We, the Vosburg Manufacturing Company—our building was burned down last year and we made no money. We want to keep the prices of the goods the same as they were, at the same expense of selling them, and make more goods. The fact that New York does seventy-five per cent of the business does not dispute our statement that we made no money.

Mr. IDEN.—You talk about our machinery; some of the best machinery I have in my shop I bought in Philadelphia. Take a building down on Canal street, it is worth \$150,000; that building in Ansonia, Connecticut, is worth only \$30,000. We have to do business on that capital, while in Ansonia, Connecticut, they only need one-fifth of that. In Connecticut they are willing to work sixty hours a week; in New York they want fifty-five.

Commissioner DONOVAN.—There appears to be no way by which a conference can be brought about. We have heard both sides make statements. They agree upon some points. The representative of the employes, Mr. Ford, says he is willing to have a conference; now, cannot the manufacturers appoint a committee and confer with the committee of employes and see if they cannot devise some way by which this matter can be settled? The manufacturers may convince the employes that they cannot afford to give the half-holiday, or, on the other hand, the employes may convince the manufacturers that they can afford to give it; but as long as the two sides remain apart, one side pulling against the other, they cannot agree. The statement, on the part of the employers, that they will not have a conference is not good judgment. I think if you will consent to a conference and take up this matter and consider it carefully, you will come to a settlement. Where the employe strikes on the employer, the employer will strike back eventually; if the employers say that they will not have a conference, and afterwards the men go back to work, the employes will, of course, await an opportunity to strike back. I believe that if you consent to a conference, a settlement can be arrived at within twenty-four hours. I believe

from what I have heard from Mr. Ford and from what I have heard from Mr. Fisher, that a settlement can be effected, and if you wish, the Board will remain here for that purpose.

Chairman PURCELL.—Mr. Donovan has simply elaborated what I said a little while ago. The men offering to confer, and you men on the other side standing on an ultimatum and refusing to have any conference, I think that you are putting yourselves in a false position. If no agreement is arrived at, as a result of a conference, no harm can come out of it. As Mr. Donovan has said, where it seemed that no settlement could be arrived at, when conferences were held settlements were arrived at. There might be some means between the two extremes, I do not know what, but there certainly might be some means of arriving at a settlement.

Mr. FISHER.—Is this not a conference?

Chairman PURCELL.—No, sir; this is simply a statement of the case, so that we could understand the matter and make some suggestion, and our suggestion is that you gentlemen appoint a committee and meet a committee of the employes and see if you cannot agree on some terms of settlement. Of course, if you stand on an ultimatum and refuse to have any conference at all, there is no use talking any further about it; that ends the matter; but I think if two committees of sensible men meet, an understanding may be arrived at.

Commissioner DONOVAN.—I intended to say further, that if both sides have sufficient confidence in the Board, if you decide that no conference shall be held, to submit the whole matter to the Board, the men resuming work pending the investigation, as we insist in all cases that the *status quo* shall be restored, the Board will summon such witnesses as you desire, take testimony, and decide the matter. We will guarantee to render a decision within a week after the case is submitted. The commerce of this country cannot stand the cessation of business of this kind. The margin of profit is so small in your business, and the opening of new houses and other things demand that your business shall go on. These are the two propositions which we submit to the manufacturers and to the committee of the employes.

Mr. GREEN.—The men are suffering by their idleness, and the manufacturers are losing more than the men; the men have nothing to lose but their wages, while the manufacturers are losing business by the cessation of work. It is not for their interest nor for ours that there should be a cessation of business, and I think the sooner business is resumed the better it will be for all parties concerned.

Mr. FORD.—The employes consent to either of these two propositions, because the longer the trouble continues the worse it becomes,

both for the manufacturers and for the men. The longer this struggle continues the bitterer it gets, and the men will say they would rather go to Boston or to some other place than to work in those shops. Both parties are losing by continuing the struggle; the longer the struggle continues the bitterer it will become and if it continues good feeling cannot be restored.

Mr. FISHER.—It is not because we do not wish to grant this half-holiday that we refuse it. This trouble is more of a loss to the manufacturers than it is to the men. I believe there is not anywhere a quieter lot of men than the men engaged in this industry. I have been in the business twenty years, and since I have been in the business there has not been any difficulty between us and our employes.

Chairman PURCELL.—Do you not proceed on the theory that your men know these facts upon which you base your action, as well as you do yourselves? You may enlighten them on some points. If you can lay before them conclusive reasons why you cannot accede to their demands, it seems to me that, as reasonable men, they would yield.

Mr. GREEN.—It seems that the principal reason of the manufacturers refusing to have a conference with us has not been spoken of at all. Mitchell, Vance & Co.'s failure threw 900 men on the market, and that is a point in our favor.

Mr. FISHER.—This matter had been talked of long before Mitchell, Vance & Co.'s failure, and Mitchell, Vance & Co.'s failure had nothing to do with it.

Mr. GREEN.—I merely state the workingmen's idea of the matter. That is one reason of it, as they understand it, and another reason is that our organization is understood not to be in as good standing as it was sixteen months ago, and the reason they gave for not conferring with us was that our organization is not in as good standing as it was sixteen months ago. That is our position.

Mr. FISHER.—I am glad that you stated that. That is your impression, but it is only an impression; the reason we declined to have a conference was that we had nothing to discuss. The failure of Mitchell, Vance & Co. had nothing to do with the matter.

Commissioner DONOVAN.—I do not think there is any use in continuing this discussion any longer, as I do not believe that either side has authority from their organization to act for the organization. I would suggest that copies be prepared of the two suggestions made by Mr. Purcell and myself; the suggestion that you appoint conference committees and see if an amicable settlement cannot be agreed upon, and also the other suggestion that an agreement be entered into by both

sides to submit the matter to this Board, and the men, in the meantime, return to work.

Mr. ABELL.—I favor the holding of a conference. If a conference is not held the men will be dissatisfied; there will be a bitter feeling engendered, and the men will be injured as well as the manufacturers. The business that has been done here will go to other cities.

Mr. FORD.—We have made arrangements to continue this struggle for a couple of months, if it is necessary. If it is to be war to the knife our organization has decided to fight to the bitter end, and the assistance of the whole body of organized labor throughout the United States will be invoked to our aid. I fully coincide with the suggestion of Mr. Donovan that a conference be arranged. Although I have not now the authority to say, I believe that our organization will accept either mode of settlement that has been suggested. I have no doubt that when the matter is broached our organization will accept.

Mr. IDEN.—We do not want to measure strength with you in this matter. If there is anything to be gained by it, I think that the manufacturers will not object to a conference. It is not because we do not want to talk to our men; we have no fault to find with our men; we never had any trouble with our men; they did their full duty when it was necessary. We want the feeling between ourselves and our employes to be the same after this as it has been before it. You may be prepared to stay out a month or two; we do not know how strong you are. To show you that we took no advantage of you, we did not do this during the hot summer, but now, when business is good, we decided to do this. We mean business. We cannot afford to give you the half-holiday; if we could do it we would. Now if you are in business, what do you care whether goods come from Maine or New York or California? You buy where you can buy cheapest; it is your duty to do so. We cannot give you the half-holiday and compete with other manufacturers; it is impossible. We try to give our employes work the twelve months in a year. Very often we employ them at a loss, as you know, but we think too much of our men to throw them out. We try to protect them in dull times as well as good times, and we would give you this half-holiday if we could, but we cannot do it. You do not know whether to-morrow you will have work or not; you don't know it because you always had employment. We propose to continue it. We refuse this-half-holiday, not because we object to it but because we cannot give it.

Chairman PURCELL.—Several times in your remarks you have said, giving it as a reason for your position, that your men know why you did this; these men do not know.

Mr. IDEN.—That is it; yes, sir.

Chairman PURCELL.—Looking from your standpoint, these men are misinformed, or laboring under a misunderstanding. In all cases of this kind it is important to have both sides understand the exact condition of affairs, if it is possible. With this view, a conference has been suggested. If you and Mr. Fisher, and three or four others should meet Mr. Ford and three or four others, and sit down and talk it over; and if you should tell these men why it is thus and so, you should convince them, if they are reasonable men, why it is so, and this whole matter can be settled.

Mr. IDEN.—In our factories a large proportion of the men are intelligent men, and they know our business; but how could they know it as well as we do? They don't.

Chairman PURCELL.—You can tell them, in a conference, what they do not know. If you have a conference, and show them where they are ignorant of facts on which you base your action, a settlement can be arrived at.

Mr. ABELL.—The reason I ask for a conference is that the manufacturers do what they agreed with us. We agreed to organize the men in Philadelphia; why didn't they organize the manufacturers in other places?

Mr. IDEN.—That I do not think I should be required to answer. We cannot organize them.

Mr. FISHER.—If a conference were held would each manufacturer confer with his individual employees?

Chairman PURCELL.—The manufacturers have an organization in which all the manufacturers are united; the men on the other side have their organization; you are acting by organizations; therefore the conference should be made up of representative men from each organization.

Mr. ABELL.—It never was suggested that the employers confer with their individual employees until this moment. I would object to that most strenuously.

Mr. FORD.—The committee who previously waited on the employers in this matter are more fully acquainted with the details of this matter, and I believe they have the confidence of their fellow-employees; and I believe the employers might bring influence to bear upon their own employees to compel them to do what they wished. If they spoke right out in meeting, as the saying is, they would feel the full consequences if they returned to work for the same employers. That is one of the reasons why I object to a conference of the employers with their individual employees.

Mr. IDEN.—If we have a conference, of course we will have to hold a meeting. I would say, frankly, let each factory appoint a committee of two men, and we might induce the other manufacturers to have a conference in that way, but we do not want to have it one-sided.

Mr. GREEN.—That would be objectionable because the employees have an executive committee.

Chairman PURCELL.—The suggestion of a conference committee is not made with any reference to any organization; our suggestion is that you appoint, in any way you please, a committee for the purpose of a conference. You might have an executive committee which might not be exactly satisfactory; you might wish to appoint some other men, and I think that that is a matter in which you should not control the action of the other side, nor should they control the action of your side. Let each side fix the number, if you please, and then let each side appoint in what manner it pleases, and whom it pleases. That is our idea of a conference.

Mr. FISHER.—As we have no authority to act for the association, we will hold a meeting and place the matter before them.

Mr. FORD.—We have no delegate present authorized to act, and we will have to do the same.

Chairman PURCELL.—We will be here at ten o'clock to-morrow morning to hear a report from you.

The meeting was then adjourned to October 11, 1887, at ten o'clock A. M.

Immediately after adjournment the following communication was delivered to the Chandelier Manufacturers' Association:

STATE OF NEW YORK:

BOARD OF MEDIATION AND ARBITRATION, }
NEW YORK, *October 10, 1887.* }

GENTLEMEN.—The State Board of Mediation and Arbitration respectfully suggest that you adopt the following means of settlement of the difficulty between the members of your organization and their late employes: That you appoint a committee of your organization to meet and confer with a similar committee of the employes; and in case of the failure of said committee to settle, that the matters in controversy be referred to this Board for investigation and settlement, both sides agreeing to abide the decision.

Yours respectfully.

CHARLES J. MADDEN,

Secretary.

To the CHANDELIER MANUFACTURERS' ASSOCIATION.

A similar communication was sent to the United Brass Workers' executive board.

The Board met at the Metropolitan Hotel, New York city, on the 11th day of October, 1887, at 10 o'clock A. M., all the members of the Board being present.

The same parties attended on behalf of the manufacturers and on behalf of the employees.

Chairman PURCELL.—The Board is very much gratified, gentlemen, to receive this communication from the Manufacturers' Association:

NEW YORK, October 10, 1887.

CHARLES J. MADDEN,

Secretary Board of Mediation and Arbitration:

DEAR SIR.—In accordance with the recommendation, and out of deference to the wishes of the State Board of Mediation and Arbitration, we, the Chandelier Manufacturers' Association, delegate our executive committee to meet, for a final conference, the committee from the executive board of the Brass Workers' Union, at the Metropolitan Hotel, at such time as may be agreed upon.

Yours truly.

ALANSON T. ENOS,

Secretary Chandelier Manufacturers' Association.

The Brass Workers' Union, on behalf of the employees, have communicated, verbally, that they are ready for the conference at once.

Gentlemen, if you desire to occupy this room, we will go elsewhere and leave you here to hold your conference.

Mr. FORD.—I propose that the State Board remain here and aid us in arriving at a settlement. They have a knowledge of this matter, and I think it would be only courtesy to them to allow them to conduct the conference.

Commissioner DONOVAN.—I think it is much better for you to conduct the conference yourselves, and if there is any point that you cannot agree upon and you wish our assistance, we will be here at any time and at your service.

The members of the Board then retired and the committee held a conference.

At the close of the conference the members of the Board returned to the room and heard the following report:

Mr. FORD.—Mr. Chairman: After quite an exhaustive discussion in the matter at issue now between the employers and their employees, we submitted to the Chandelier Manufacturers' Association our ulti-

matum in regard to what we would accept—that is, we at first demanded the Saturday half-holiday, with full pay, but we agreed, in case it would be more agreeable to the manufacturers, to work nine hours a day the five days of the week and eight hours on Saturday. Some of them seemed to think that there was nothing much done on Saturday anyhow. They retired to discuss the matter with the other members of their organization, and this is the result (presenting the chairman of the Board the following communication):

NEW YORK, October 11, 1887.

THOMAS FORD, Esq.,

Chairman Executive Committee Brass Workers:

On report of our executive committee, whom we delegated to meet you, the final decision of this association is that we must decline your proposition to work nine hours per day and eight hours on Saturday, and adhere to the circular posted in our factories on August thirtieth last, and that we will grant no further conference except to a committee of our former employes representing each department in our factories. Such committee can treat with each firm, individually, at any time said committee may see fit.

ALANSON T. ENOS,

Secretary Chandelier Manufacturers' Association.

Chairman PURCELL.—We are very sorry that you could not come to some agreement.

Mr. FORD.—In anticipation of such a result, our organization are now prepared to say that we can see, from the action of the employers, that there is no desire on their part to settle this matter, other than taking away the Saturday half-holiday. So that the public may understand that the continuation of this trouble is not of our seeking and that the responsibility for the difficulty existing in the chandelier industry at the present time cannot be placed on us, I desire to say that we have done all in our power to avert what we can now very plainly see will be a very bitter fight. That is all that I have to say on behalf of my organization.

Mr. IDEN.—We stated to our employes the best facts that we possessed why we could not allow the Saturday half-holiday. That is all we have to state.

Chairman PURCELL.—In our proposition yesterday there was an alternative proposition that, in case this conference failed to reach any conclusion, both sides agree to submit the matter to this Board for settlement, agreeing to abide its decision. We would like to have

an expression from each side as to whether they would consent to that as a means of settlement.

Mr. FORD.—In reply to that question I desire to state that I think it would be well for the manufacturers to reply to that first. As we have taken the initiative in every step in this matter up to the present time, we would like to hear from the manufacturers first on that point.

Mr. FISHER.—I am instructed by the Chandelier Manufacturers' Association to say that, having given this subject our most careful consideration and having arrived at the best result that we could, as stated in our letter, we do not see how there is anything further to be done in the matter at present. It is simply a question of affording to give it; and we do not exactly see how the Board could help us in that matter.

Mr. FORD.—We do not desire to say either yes or no in this matter until we have heard what the manufacturers' organization will agree to. As from their statement it is apparent that they do not desire to place this matter in the hands of the Board of Mediation and Arbitration, we consider that it would be useless for us to say whether we would do so or not. There must be two parties to this bargain and we are only one; whether we would or not would not be a matter of interest now.

Chairman PURCELL.—Under a provision of the act last winter it is contemplated that this Board, in case it deem it best, shall make an investigation of such difficulties as this, with a view to laying the facts before the Legislature in our report. Of course, the object of that is that the Legislature may be informed of the nature of these difficulties, so that when it is called upon, from time to time, to legislate upon them it can do so intelligently, with some knowledge of how they arise and the merits that are in them. Whether we shall deem it best to make an investigation in this case or not we have not yet decided. We will hold that matter under advisement. In case we should, we shall invite the parties on both sides and they shall be required to furnish witnesses who are cognizant of all the facts to testify in regard to them. We have exhausted every effort to bring about an arrangement of this difficulty, and all having failed, we can only declare the matter, for the present, at a close.

• The lock-out continued until November 7, 1887, when the employes returned to work on the employers' terms.

COMPOSITORS.

NEW YORK.

At a meeting of Typographical Union No. 6, held October 2, 1887, a scale of prices was adopted for the book and job trade, and copies thereof were sent to all the employers, with a request that they accept the said scale. As will appear from the following correspondence, the employers assented to the scale, provided that one clause be stricken therefrom. This the committee in charge declined to do, claiming that they had not the power to alter the scale, as adopted. A strike followed in several offices in the city of New York, involving nearly one thousand hands, The stereotypers, electrotypers and pressmen struck work, in order to assist the compositors.

On the 8th day of October, 1887, the following telegram was received at the office of the Board:

NEW YORK, October 8, 1887.

State Board of Arbitration, Albany, N. Y.:

I desire arbitration between our house and Typographical Union No. 6. Strike threatened Monday noon. Question, our refusal to agree to employ union men only.

THEODORE L. DEVINNE,

150 West Fifty-ninth street, N. Y.

In reply to this, the secretary of the Board telegraphed to Mr. Devinne that the members of the Board would be at the Metropolitan Hotel, New York city, on the tenth day of October, at 10 o'clock A. M. and would do all in their power to avert a strike.

On the 9th day of October, 1887, the following letter was received.

[In confirmation of telegram of this day.]

THEODORE L. DEVINNE & Co., PRINTERS,

12 LAFAYETTE PLACE,

NEW YORK, October 8, 1887. }

DEAR SIRS.—I desire your services, as arbitrators, in a difference between our house and Typographical Union No. 6. The union has made a new scale of prices, to all the rates of which we assent. We object, as do all the book and job employers of this city, to a requirement in this scale of prices that we shall make our office a "strict card office." This really means, as we are verbally told by the union authorities, that we shall hire union men only and shall compel those in our employ who are not in the union to join the union.

We refuse. The union threatens a strike on Monday noon, tenth inst. We claim that the request is illegal as well as unjust.

It is probable that other book and job printers will join me in this application. I have been urged to write to your Board by the chairman of the executive committee of the union.

Yours very respectfully.

THEO. L. DeVINNE.

TO MESSRS. WILLIAM PURCELL, GILBERT ROBERTSON, JR., F. F. DONOVAN,
State Board of Mediation and Arbitration.

The representatives of Typographical Union No. 6 were requested to meet the Board at the Metropolitan Hotel, New York city, on the 10th day of October, 1887, at 10 o'clock A. M., at which time and place the Board met.

Mr. Theo. L. DeVinne, Mr. Harper, and a representative of the Trow Printing Company, employing book and job printers, were present. Mr. Joseph Smith appeared on behalf of Typographical Union No. 6.

MR. DeVINNE.—We have a very short time to talk, and I suppose we might as well get at the matter as quickly as possible. There is a disagreement between the employing printers of this city and the Typographical union. On last Thursday we were presented, for the first time, with a scale of prices of which a copy is in your hands, and we have been waited upon to know whether we will accede to it. The printers held a meeting on Thursday afternoon, and it was unanimously agreed to make no objection to the proposition except to that special feature that the office shall be a card office. The language is ambiguous. What is meant by a card office is simply this: The employer who accepts that scale agrees not to employ any printers who do not belong to the union, and conversely he agrees to discharge all who do not. We object to that item in the scale. The question of price, I wish you to understand, is accepted throughout. The only question is whether we have a right to employ persons who do not belong to the union, and that is the question we want to get before you for a decision. The time is very precious. At twelve o'clock we are notified that a strike will take place unless that demand is complied with. There are representatives here from three houses. We complain that we have not had proper time for the consideration and discussion of this matter. If the time were extended to a week we think a strike might be averted. We ask your good offices to see if a strike cannot be averted without any dishonor to us or unfairness to them. This matter has been forced on us without sufficient time to

consider it, and we think if we had a week's more time it could be satisfactorily settled.

Mr. SMITH.—On behalf of the union I will state that on the second of this month the union adopted a scale of prices which included that particular clause, that they would not allow their members to work with non-union men. The object of that decision was this: In a great many offices in this city employers employ non-union men who work under our scale of wages. In doing that they are enabled to compete with fair employers who pay the scale of wages. The union claims that to allow our members to work with these non-union men enables unfair employers to compete with fair employers, and they claim that it is as much for the protection of the employing printers of this city as themselves, and that they will not allow their members to work with non-union men.

Chairman PURCELL.—I was advised of this matter on Saturday by telegraph, and without knowing much about the details of it, yet knowing something about the business, it struck me that you gentlemen should postpone that action, if it is to be taken at all, put it off now at any rate for, say a week, give time for reflection and discussion both to the men and the employers, and give us a little time if you propose to have us mediate or arbitrate at all in the matter. We have the brass workers' matter at ten o'clock, and it will be utterly impossible for us to take this matter into consideration and give it the attention it deserves, before the time appointed for the strike. I suggest, and I know that my associates will agree with the suggestion, that this action be postponed for a week.

Mr. DEVINNE.—I can guarantee for myself, and I think for my associates, that no attempt would be made to change the status of the matter.

Chairman PURCELL.—Oh no; everything to remain as it is.

Commissioner DONOVAN.—As I understand, this matter comes before the Board in an informal way, without either side having any authority to represent their organization. It would be utterly impossible for the Board to take this matter up and render any decision without having some agreement entered into to carry out the decision. I understand that there is only one point in this proposition that there is any discussion about. That is in relation to the office being a card office; everything else is conceded. I would suggest to Mr. Smith that, instead of the men going out at twelve o'clock, the scale go into effect in the offices of you gentlemen to-day, except these two lines, and that both parties agree to leave the question in reference to that clause to the Board for decision, and we will render a decision, in that

event, within a week and probably within two days, both sides agreeing not to change the status of affairs.

Mr. DEVINNE.—That suits me. We will have a meeting this afternoon at four o'clock, and I will lay the matter before our association, and do all I can to have that action taken.

Commissioner DONOVAN.—We are here now in the brass workers' case, and may be called on in the ale and porter brewers' matter, and it is immaterial to us when you hold your meeting; we are at your service whenever you call on us.

The REPRESENTATIVE OF THE TROW PRINTING AND BOOK BINDING COMPANY.—Our people are now out, the employes of the Trow Printing and Book Binding Company.

Chairman PURCELL.—Our proposition would be to require these men to come back; to restore the *status quo*.

REPRESENTATIVE OF TROW PRINTING AND BOOK BINDING COMPANY.—I am satisfied with that.

Mr. SMITH.—Am I authorized to state to the committee who have this matter of the scale in charge, that the decision of the Board will be binding on the employers?

Commissioner DONOVAN.—That is what I suggested, that the employers having accepted this scale, all except the question in relation to being a card office, the committee of your association and the committee of employers enter into an agreement to submit that clause to the Board for decision, and agree to abide the decision.

Mr. DEVINNE.—We are asked to do something that we think is not right. I have lived long enough to know that I may be wrong. I am willing to submit the matter to three impartial men, representing the State. I am perfectly willing to abide by the decision myself, but I would not wish to bind the association; but I believe that our association will agree to abide by your decision. That is my conviction.

Chairman PURCELL.—We will be in session here for several days. You can communicate with us at any time.

The hearing was then adjourned to allow both sides to consult with their respective organizations in reference to the suggestion of the Board. The strike committee decided not to order a strike at 12 o'clock m., and sent a committee to Mr. DeVinne to consult with him regarding a settlement. This mission was fruitless. The employing printers, at their meeting on the tenth, decided to accept the proposition of the Board. On the morning of the eleventh, the following communication was received from the committee of the Union:

NEW YORK, October 10, 1887.

To the State Board of Arbitration:

DEAR SIRS.—Regarding the suggestion proposed by your honorable body, referring the question now pending between the employing printers of this city and Typographical Union No. 6, we beg leave to say that this committee has no authority to adopt the same, without the unanimous consent of our organization.

Yours very respectfully.

E. J. BELMONT,

Secretary Strike Committee.

In order that every effort should be made to effect a settlement, the Board placed the matter in the hands of Commissioner Donovan, who subsequently sent a communication to Mr. DeVinne, with a view of renewing negotiations, to which the following reply was received:

THEO. L. DEVINNE & Co., PRINTERS,

12 LAFAYETTE PLACE,

NEW YORK, Oct. 11, 1887. }

F. F. DONOVAN, Esq.:

DEAR SIR.—The president of the Typographical Union No. 6, positively declined arbitration, not only with your commission, but with any arbitrators.

The Typothetæ decided to stand by their refusal to become card offices, and accept the consequences of a strike. We are exceedingly obliged to you for your prompt response to our wishes, and deeply regret that the perverseness of a few unthinking men who dominate the union should make your mediation impossible. The employers are united and have no doubt of their ultimate success.

Very truly yours.

THEO. L. DEVINNE & CO.

After the receipt of the above communications, Commissioner Donovan was authorized by the Board to continue efforts to effect a settlement. Mr. DeVinne was waited upon and made the following statement: "In the book and job printers' organization there are a great many conservative men who are willing to concede a great many things to the men in order to save trouble. This, however, is a different case. Aside from the injustice of their demands and their attempt to run their employers' business, it is clearly illegal. If the employers should discharge all the non-union men at the demand of the union, it is a grave question whether we would not leave ourselves

liable under the conspiracy act, as construed by Judge Barrett. We will not do any illegal act to settle the strike, and we will never consent to discharge old and valuable workmen because they will not join the union. We do not coerce them to remain out of the union and will not object if they join; in fact, we prefer to have union men in our employ, but cannot and will not act as the agents of that body, as the clause objected to by our organization implies that we shall. We know that we are right in refusing to be a party to this illegal demand. Notwithstanding this, we are willing to submit the whole matter to arbitration. The Board of which you are an honored member is a semi-judicial one, and we have no doubt will give a decision in accordance with law and justice. We are willing to-day, as we were yesterday, to submit the matter to your Board and to sign an agreement to abide by its decision, provided that the union will do likewise. In the meantime we will pay the scale of prices in all other particulars; the men to return to work in accordance with said scale. I do not look for success in bringing about such a result. Yesterday afternoon, as your Board was doubtless informed this morning, the committee from Typographical Union No. 6, who waited upon me, stated that they would not submit the section in dispute to the State Board; the union decided upon its course, and intended to stand by it. I then suggested that, if they were not satisfied with the State Board, they submit the case to a board of men to be chosen by both sides, and if that board rendered an unsatisfactory verdict another board could be appointed in the same way, and the case laid before it for review. This proposition was also declined. The committee insisted upon the immediate discharge of all non-union men."

In reply, Commissioner Donovan stated that while the prospect of a settlement did not appear favorable, he would still continue his efforts; and he left Mr. DeVinne to consult with the strike committee of the union. His efforts were of no avail.

At the meeting of the Typothetæ, on the afternoon of the twelfth, it was decided to advertise for new help, and to post in all the offices a notice stating that they absolutely and unqualifiedly refused to accept the new scale, unless the card clause was withdrawn.

Commissioner Donovan made several visits to both sides on October twelfth and thirteenth, which resulted in the Typothetæ requesting that a committee of the union attend the meeting and discuss the situation, with a view of settlement. That afternoon President Glackin and a committee of the union attended the meeting of the employing printers, and discussed the question with them for several

hours. At the close of the discussion the employing printers submitted to the union the following communication, containing a statement of their position in the matter, and proposing a basis of settlement:

"The committee on behalf of the Typothetæ request the committee on behalf of Typographical Union No 6 to report to the union that it has for a long time been the practice of the members of the Typothetæ, when engaging additional compositors, to engage union men only. That they have no disposition or intention of changing that practice. Hence we request that the union strike out that clause of the new scale in regard to card offices. If that is done, the scale, in all other respects, will be adopted.

(Signed)

THEODORE L. DEVINNE.

JOSEPH J. LITTLE.

JOHN POLHEMUS.

TROW PRINTING & BINDING CO.

W. E. HALLENBECK.

The meeting then adjourned.

After consultation with the strike committee, the terms suggested were rejected by them and subsequently by the men on strike.

On the morning of the fourteenth another effort was made to effect a settlement. Commissioner Donovan consulted with President Glackin, who seemed to feel aggrieved that the terms offered in the above communication were not accepted by the strike committee. It was suggested that an effort be made to have committees appointed by both sides, with full power to effect a settlement. President Glackin was of the opinion that, as the committee had rejected the employers' offer, no further conference would be accorded by the Typothetæ. He agreed, however, to ask the union, at the special meeting to be held that night, to grant such power to the committee, if a similar committee were appointed by the employers at their meeting in the afternoon. It was further suggested that, in case such action were taken, the committees should present credentials and that a conference should be held that evening. The Typothetæ were visited and they unanimously decided to grant the request, President Glackin stating that he would personally ask the union to give similar power to their committee.

The conference committee met at the Metropolitan Hotel on the fourteenth day of October, at 8:30 o'clock p. m. Commissioner Donovan was elected chairman and W. W. Pasko secretary.

The following credentials were presented:

NEW YORK, October 14, 1887.

TYPOTHETÆ:

This is to certify that at a meeting of the Typothetæ, held in this city on Friday, October 14, 1887, Messrs. Theo. L. DeVinne, Joseph J. Little, John Polhemus, Edward Taylor and W. E. Hallenbeck were appointed a committee with full power to adjust all differences between the Typothetæ and Typographical Union No. 6 and kindred organizations of pressmen and electrotypers.

JOHN C. RANKIN, JR.,
Chairman.

WM. C. MARTIN,
President.

PETER DE BAUM,
Recording Secretary.

ROOMS OF NEW YORK TYPOGRAPHICAL UNION No. 6,
53 FRANKFORT STREET,
NEW YORK, October 14, 1887. }

At a special meeting of Typographical Union No. 6, held on the above date, it was resolved that the strike committee be empowered to settle the difficulty between the union and the employing printers of this city in the book and job trade, upon the basis of the scale adopted by the union.

E. GLACKIN,
President.

THEO. C. WILDMAN,
Secretary No. 6.

There were present Messrs. Theodore L. DeVinne, Joseph J. Little, John Polhemus, W. E. Hallenbeck, Edward Taylor and W. W. Pasko, on behalf of the employing printers; and Messrs. Everett Glackin, Joseph Smith, E. J. Belmont, James L. Hodgins, and Hamilton Graham, on behalf of Typographical Union No. 6; and P. Hatton, on behalf of Stereotypers' and Electrotypers' Union No. 1.

After an interchange of views, Commissioner Donovan suggested that each side submit their propositions for adjusting the difficulty, which would then be discussed, and probably satisfactory terms of settlement would be agreed upon. On behalf of the Typothetæ it was stated that they renewed their offer to pay the scale in full, with the exception of the clause in dispute, which they requested be stricken out in accordance with the paper sent to the union on the

thirteenth inst., or they would agree to refer it to the State Board of Arbitration or other mutually agreed upon tribunal. This was again rejected by the committee of the union, and the following was submitted as their basis of settlement:

The union committee state that no agreement can be made except on the basis of the scale in its entirety; that the men who have been employed since the strike started shall be discharged; that the non-union help remaining in shall join the union; that the help which belonged to the union, and did not strike, shall be discharged; and that hereafter none but union men shall be employed.

(Signed)

EVERETT GLACKIN.

JOSEPH SMITH.

E. J. BELMONT.

JAMES L. HODGINS.

HAMILTON GRAHAM.

A lengthy discussion followed, in which several members of both committees took part. A compromise was suggested by the chairman. The union committee announced that they had no power to settle the difficulty except on the above basis, and that it was useless to proceed further. The employers' committee then gave notice of the withdrawal of all propositions for settlement and announced that no further negotiations would be entered into, and that they would proceed to fill the places of those on strike. The chairman adjourned the conference without date, closing by stating that the Board had exhausted every means available and would not proceed further in the matter.

On the fifteenth of October, at the earnest request of a prominent member of the union, Commissioner Donovan was prevailed upon to make another effort to terminate the strike amicably. Upon invitation he attended a meeting of prominent members from all the large newspaper offices, President Glackin being present. The situation was fully reviewed. President Glackin stated that his hands were tied by the union, and he was not in a position to make a compromise. After discussion, it was agreed by him that if those present, after consultation with the members of the union in their respective offices, should decide to support the officers in effecting a compromise settlement, he would comply with their wishes. This guaranty was given, and Commissioner Donovan was requested by President Glackin to endeavor to bring about another conference between the representatives of both sides. With this object in view, the commissioner, in company with a prominent member of the union, visited Mr. DeVinnie's

residence, and after reviewing the situation they were convinced that, on account of the determination of the employing printers not to meet the union committee again, if another conference were granted, this could be accomplished only through an informal talk between a committee of prominent employers and a similar body from among the members of Typographical Union No. 6. Such a meeting was arranged for Sunday night, October sixteenth, at 7 o'clock, at the Metropolitan Hotel. When the meeting convened there were present five persons representing each side. Again was the situation reviewed. The employers were willing to agree, as heretofore, to the scale in full, except the disputed clause, but said that complications were constantly arising in the nature of their employing new hands; that about sixty hands had been engaged whom they would feel it incumbent on them to keep, if found competent. With this exception everything was in the same position as early in the week. Those members of the union present were fully satisfied that a satisfactory settlement could be effected, if the officers would withdraw the objectionable clause. The following paper was drawn up by Commissioner Donovan, and was satisfactory to those present:

The card clause of the scale to be withdrawn.

The old employes, in all branches, to return to work without prejudice on the part of the employer.

No proscription by either side.

The no-card manifesto to be removed from all the offices.

The members of the union present promised to use their influence to have an agreement based thereon accepted by the union. On the adoption of this basis of settlement the meeting adjourned, with the understanding that if President Glackin agreed to accept the above basis of settlement, another conference be held on Monday, October seventeenth, at 11 o'clock A. M., at the Astor House, and that Commissioner Donovan be requested to draw up a proposed agreement. By request of the members of the union present, Vice-President Boselly and Commissioner Donovan waited on President Glackin, and requested him to accept these terms of settlement. The situation was again reviewed, and he finally consented to accept their suggestion. A meeting of the strike committee was held, and after considerable discussion the committee consented to Mr. Glackin agreeing to a compromise. Notices were then issued for the conference at the Astor House, which was held at 11:15 o'clock A. M., on Monday, October seventeenth. There were present on behalf of the Typothetæ, Messrs. DeVinne, Little, Polhemus, Taylor, Hallenbeck and Pasko; on behalf of Typographical Union No. 6, President Glackin, Vice-President Boselly,

Secretary Wildman, and the strike committee; on behalf of Stereotypers' and Electrotypers' Union No. 1, J. J. Hatton; and on behalf of Pressmen's Union No. 34, Mr. ———

The conference organized by the election of Commissioner Donovan as chairman and W. W. Pasko as secretary.

The chairman stated the manner in which the conference had been brought about, called the attention of those present to the necessity of carefully considering the proposed compromise, etc., and requested that nothing should be permitted to arise which would tend to embarrass either side. He also expressed confidence that the result of their deliberations would be an amicable adjustment of the difficulty and a closer relationship in the future between the employers and the union.

The following proposed agreement was then submitted for discussion, and it was offered as a basis of settlement:

NEW YORK, *October 17, 1887.*

It is hereby agreed between, representing Typographical Union No. 6, and representing the Typothetæ of New York, as follows:

1st. On the part of the employing printers, it is agreed that the scale of prices of Typographical Union No. 6, hereto annexed shall be paid in all particulars, with the exception of the clause, "In accepting this scale the office must be strictly a card office," which shall be eliminated therefrom. That, as it has been the practice of said employing printers, when engaging additional help, to employ union men only, they have no intention of changing that practice in the future. It is further agreed that, on the acceptance of this agreement, the old employes in all branches of the trade shall return to work without prejudice on the part of the employers.

2d. It is agreed, on the part of Typographical Union No. 6, that the clause above quoted shall be eliminated from said scale.

3d. It is agreed, on the part of the employing printers, that the manifesto known as the no-card notice, as follows:

WHEREAS, Typographical Union No. 6 has adopted a scale of prices and accompanied said scale with the condition that every printing office become "a card office," which the officers of the union explain to mean the discharge of every non-union man now in our employ and a pledge that hereafter none be employed unless they be members of said union,

Resolved, That we absolutely and unqualifiedly refuse to accept said new scale unless this objectionable feature be withdrawn.

Resolved, That every member of the Typothetæ display in his office a card signifying that the office is not a card office.

THEO. L. DEVINNE & CO.,
TROW'S PRINTING AND BOOKBINDING CO.,
C. A. COFFIN & ROGERS,
H. BESSE,
JNO. C. RANKIN, JR.,
F. W. SONNEBORN,
JOHN POLHEMUS,
LIVINGSTON MIDDLEDITCH,
DOUGLAS TAYLOR,
J. J. CAULON,
THE CHURCHMAN,
GILLIS BROTHERS & TURNURE,
ALBERT METZ & CO.,
WYNKOOP, HALLENBECK & CO.,
WILLIAM C. MARTIN,
J. J. LITTLE & CO.,
ROGERS & SHERWOOD,
R. HARMER SMITH & SONS,
HUNTER & BEACH,
JNO. B. STILWELL & CO.,
E. P. COBY & CO.,
EDWARD O. JENKINS'S SONS,
EXCHANGE PRINTING CO.,
G. P. PUTNAM'S SONS,
J. W. PRATT & SON,
H. J. HEWITT,
WILLIAM J. PELL,
C. C. SHELLEY,
WILLIS McDONALD & CO.,
PETER DeBAUN.

or other notices of a similar nature shall be immediately removed from the work rooms of the employing printers.

4th. It is mutually agreed that in the resumption of work there shall be no proscription on either side.

5th. That the undersigned, for their respective organizations, shall use their best endeavors to have elected a permanent scale committee, whose duties shall be to jointly consider all questions arising in reference to said scale, and from time to time to recommend such changes therein as may be conducive to the welfare of both organizations.

(Signed) _____

The following is the scale above referred to:

BOOK AND JOB WORK.

COMMON MATTER ON GALLEY.

Works in English, per 1,000 ems.	\$0 43
Latin, Spanish and German, per 1,000 ems.	50
French, Italian and Portugese, per 1,000 ems.	52
Welsh, Indian and African, per 1,000 ems.	57
Greek, plain, per 1,000 ems.	80
Hebrew, if without points, per 1,000 ems.	65
Hebrew, with vowel points on separate body, each to be cast up according to the body when made up, per 1,000 ems.	90
Hebrew, kerned with vowel points, per 1,000 ems.	1 45
Hebrew, kerned with vowel points and accents, per 1,000 ems.	1 80

- Type larger than pica to be counted as pica
- Pearl and diamond, five cents extra per 1,000 ems.
- In accepting this scale the office must be strictly a card office.*
- All wages shall be paid weekly.

STANDARD OF TYPE.

The following is the alphabetical scale for the measurement of type: Pica to bourgeois inclusive, 12 ems; brevier and minion, 13; nonpareil, 14; agate, 15; pearl, 16; diamond, 17. Fonts of type falling below this scale shall be cast up, according to the width of the type, by the rule of three—as the number of ems in the alphabet are to the number of ems required by the standard for each particular type, so are 1,000 ems to what shall be measured in lieu thereof—the purport being to establish a uniform minimum standard, leaving it discretionary with proprietors which they shall use. All fonts exceeding the standard are to the benefit of the compositor, and no deduction or allowance can be made owing to such excess. In considering whether a font of type is up to the standard, the letters to be measured are the lower case letters, from a to z, inclusive, and these only—the twenty-six letters of the alphabet.

Where type shall be cast upon a larger body than the face (as nonpareil face upon a minion body), it shall be measured according to the face; or where it shall be cast upon a smaller body than the face (as long primer face upon a bourgeois body), it shall be measured according to the body.

In measuring the width of a measure, any fraction of an em less than an en will not be counted; an en or greater fraction will be counted as an em.

Each size type used in a work to be measured and charged according to its own body.

All blanks in matter in which different kinds of type are intermingled shall be reckoned as the type of the text.

EXTRA MATTER.

Five Cents Extra Per 1,000 Ems.

Dictionary matter, without figured accents or marked letters.

Concordances, or any work in which abbreviations, italics, figures, capitals, etc., are profusely used.

Reading-books with marked letters or spaced syllables.

Works on Natural Sciences, and school books generally, when made up by the compositor, in which inset cuts are freely used, and which also have questions at bottom of pages.

Works in Old English spelling, contractions, etc.

Works with an unusual quantity of references, which the compositor is required to change.

Indexes, where italics, figures, capitals and abbreviations are freely used.

Ten Cents Extra Per 1,000 Ems.

Arithmetics, Geometries, Surveying and similar mathematical works.

Grammars, spelling-books, dictionaries, of a complicated character, with accented letters and frequent abbreviations.

Double Price.

Algebra matter, with a profusion of signs and formulas and algebralc fractions, double price.

GREEK AND HEBREW WORDS.

Greek words shall be charged two cents each if not justified, and three cents each when requiring justification. Where the Greek is set by a time hand, without loss of time to the compositor on piece, it shall be charged as plain matter.

For classical works, commentaries, and other works in which Greek words are freely used, the following schedule shall govern the price per 1,000 ems, if the words are not justified :

For less than an average of five words per 1,000 ems, the words may be counted.

If the words average from 5 to 7, ten cents per 1,000 ems extra; from 8 to 12, fifteen cents per 1,000 ems extra; 13 to 20, twenty cents per 1,000 ems extra; more than 20, the words to be counted at one cent each. In no case, however, shall the price per 1,000 ems exceed 80 cents.

If the words are justified, they shall count as $1\frac{1}{2}$ words.

Hebrew words shall rate double that of Greek words.

SIDE, CENTER AND CUT-IN NOTES.

Side and centre notes in Bibles and Testaments to be counted the full length of the page, including the lead or rule (which shall count at least one em), according to the type in which they are set, and to be charged sixty cents per 1,000 ems. Cut-in notes in the above works to be charged five cents extra each.

Side notes in law, historical and other works to be counted the full length of the page, according to the type in which they are set, and at the price per 1,000 of the text. Side folios in law works to be counted by

the maker-up. Cut-in notes shall be charged for at the rate of five cents per note. Seals, when in smaller type, five cents extra.

Matter taking a greater price than the work in which it occurs shall be measured by itself, and have its own extra over plain matter added to the price of such work. For instance, French Grammar tables should take three extras of French Grammar, and English tables according to this price-list.

Grammars, Dictionaries, or other extra matter in foreign languages, will take the extra of the language and the kind of work; but when English exercises or reading lessons are introduced as a regular feature of the work, such portions shall take the extra of the kind of work only.

NARROW MEASURE—COLUMN MATTER.

Matter 18 ems or less in width shall be paid for according to the following schedule: 18 ems, one cent per 1,000 extra; 17, two cents; 16, three cents; 15, five cents; 14, seven cents; 13, ten cents; 12, thirteen cents; 11, sixteen cents; 10, twenty cents; 9, twenty-five cents; 8, thirty cents; 7, thirty-seven cents; 6, forty-four cents.

Column matter (that is, matter made up continuously in two or more columns, not dependent upon each other for their arrangement, with or without rules), shall be paid for according to width of measure.

TABULAR AND TABLE WORK.

This is matter set up in three or more columns depending upon each other for arrangement and reading across the page.

Three columns of figures or words, with or without rules, one-half extra.

1. Four or more columns of figures or words, with or without rules, double price.

When blank tables are introduced into a work they are cast up as tables according to the size of the type in which the body of the work is set.

Short pages in a series of tables shall be charged as full table pages.

Small isolated tables occurring in works of a narrow measure, as in double column octavos, will be paid for according to the time consumed in composing them.

MAKING-UP.

The office may appoint a compositor to make up, for which he shall receive three cents per 1,000 ems (from the office) and the measurement of three lines per page and the tail pages. All other blanks belong to the compositor. Copy to be given out in regular order.

In all cases where matter is not measured and paid for by measurement on the galley, the tail pages and other blanks belong to the compositor.

In book-rooms, the establishment has the right of claiming full titles and dedications; but in no case shall piece-paying establishments claim half-titles, or any other prefixed matter, nor cull the fat portion of any work.

TIME CHARGES.

Time work 30 cents per hour for any portion of a day, and 15 cents per hour additional after 6 p. m.

Compositors employed by the week shall receive not less than \$18 per week, not more than ten hours to be considered a day's work, and not more than nine hours on Saturday.

Time occupied by alterations from copy, by casing or distributing letter not used by the compositor, etc., to be paid for at the rate of thirty cents per hour. When compositors work beyond regular hours they shall be paid at the rate of forty-five cents per hour, or fifteen cents per hour in addition to the matter set up, such extra time to be between the hours of 6 p. m. and 7 a. m. Sunday work shall be paid at the rate of sixty cents per hour for day and eighty cents per hour for night work. Composition by the piece, double the charges for week-days. Holidays by mutual agreement.

The office must make its corrections according to copy on two proofs, but the compositor must make these corrections on further proofs if any are rendered necessary through his neglect. But author's proofs and alterations from copy shall be paid for at the rate of thirty cents per hour.

Head or sub-head lines, giving a synopsis of the contents of each page, when filled up by the proof-reader or author, shall be considered as author's corrections, and shall be paid for accordingly.

When a compositor is required to turn for sorts, or to take out bad letters and replace them, in consequence of faults in the founder, mis-casts, or worn-out fonts, he shall be paid at the rate of thirty cents per hour.

When a compositor (working by the piece) receives copy of contents, indexes, or any other copy where more than the usual quantity of capitals, figures, periods and italics are used, the establishment shall furnish the compositor with the necessary sorts.

When a compositor (working by the piece) is required to make up furniture or letter-press, stereotype or electrotype forms, he shall charge for such work at the rate of thirty cents per hour.

JOB WORK.

All men employed by the week shall be paid not less than \$18 — not more than ten hours to constitute a day's work — not more than nine hours on Saturday; when paid by the hour, the price shall be thirty cents per hour. When compositors work beyond the regular hours they shall be paid at the rate of forty-five cents per hour, such extra time to be between the hours of 6 p. m. and 7 a. m.

Sunday work to be paid at the rate of sixty cents per hour for day and eighty cents per hour for night work. Composition by the piece double the charges for week days. Holidays by mutual agreement.

APPRENTICES.

One boy shall be allowed to any office employing up to ten men. All offices having an excess over ten shall be entitled to one for every ten and majority fraction. Not to include copy-holders or errand boys.

President Glackin inquired if, in case the union acceded to the demands of the Typothetæ for the striking out of the objectionable clause, the old hands would all be taken back in the respective positions vacated by them. The committee of employing printers replied that, so far as they, the committee, were concerned, that would be

done, but that they had no power to require the other members of their organization to do so. That each employer must decide for himself what he will do with the non-union hands that he has employed since the opening of the strike.

The proposed agreement was not entirely satisfactory to the employing printers. As all offers of settlement were withdrawn on Friday evening, it was suggested by the employers' committee that the proposed agreement be amended as follows: In section one to strike out all after the word "therefrom," down to and including the word "future." In the same section, after the word "prejudice" to insert the words "to other workmen;" and at the end of the section to add the words "or the union." In all other respects, they said the agreement was satisfactory, and if agreed to by the union, the only obstacle was the returning to work of the old hands. They would not guarantee the reemployment of every man in his former position. Having secured a number of new hands, they considered that they were in duty bound to retain them in their employment, and if found competent, they would not discharge them; but they felt confident that all the old hands would be able to find employment in one office or another. To this the committee of the union replied, through Mr. Glackin, saying "If that is the case, why there is no use wasting any more time conferring here. Unless every man goes back to the position he left when the strike took place we cannot proceed further. You have all along claimed that your only objection was to the 'card clause.' Now, when that is modified so as to admit of a compromise, you tell us that the members of the Typothetæ have not given you the right to settle terms of agreement in other respects."

The employers' committee replied, saying that they would not agree to discharge those new hands. The conference then adjourned without result and without date.

Later on the same day the following communication was sent to President Glackin:

NEW YORK, *October 17, 1887.*

PRESIDENT GLACKIN:

Are you willing to allow Commissioner Donovan to select two men from among the members of the union, as a committee to settle the book strike?

THEO. C. WILDMAN, *Secretary.*

W. E. BOSHELLY.

To this President Glackin replied in the negative.

Subsequently committees of the union waited upon the employers, but only in a few instances were any further concessions made.

At a meeting of the union, held on the twenty-seventh of October, the members were permitted to return to work and the strike was declared off, except in one office, the proprietors of which refused to reemploy their foreman, who left on strike.

LABORERS.

ROCHESTER.

At the city of Rochester, on Monday morning, June 21, 1887, the laborers organized in a Local Assembly of their own, in the greater organization of Knights of Labor, and numbering from eight hundred to a thousand, engaged in a strike that had suddenly, and without notice to employers, been resolved upon at a meeting held the day before, Sunday. These laborers constituted the main body of persons engaged in their calling in the city, and their strike seriously interrupted the work going on in building, construction of sewers and streets, etc., besides leading to violent collision with the police, to the injury of several on both sides, and the indictment of a number of the strikers for their violence. The starting point of the strike was a misunderstanding of the results of a conference, held in the spring, between representatives of the laborers' assembly and representatives of the contractors of the city, who are also combined in organization, as investigation made by the Board, which was assembled as soon as possible, shows. In the conference referred to, the laborers, who were mostly foreigners, and unable to speak our language, were represented by two of their own number, who had been in this country several years, and understood English, and by others from the general labor organization of the city. The conference was an informal one, of free conversation, in which both sides expressed their views without reaching any definite agreement. The committee representing the laborers left it with the inference, or impression, that the committee of the contractors had agreed to pay all laborers \$1.75 per day, while the committee of contractors studiously qualified their proposition of \$1.75 per day, so that it covered only what they termed "skilled laborers"—men accustomed to work requiring experience and exercise of judgment as distinguished from men employed in such plain work as picking, shoveling and wheeling earth, etc. Report was made to the laborers by the committee that they were to receive, indiscriminately, \$1.75 per day, and there is no doubt that they believed that the contractors had made agreement to that effect. Consequently, when the common laborers complained in the assembly that they were receiving less than the

\$1.75 paid the "skilled laborer," that body took up their grievance and suddenly resolved upon and carried out an ill-advised and unjustifiable strike. All efforts of the Board to induce the contractors to submit the case to arbitration, as the laborers were willing to do, failed. The contractors had resolved not only that they would not recognize the laborers as a body in any way, but that they would not employ one of them as an individual unless he withdrew from the laborers' organization. And they adhered to their resolution. They had determined, come what might, to defeat and smash the laborers' assembly. Gradually they supplied themselves with a sufficient number of laborers in accordance with their purpose, some from among the strikers and some from other quarters, to go on with their work; while the remainder of the strikers either found employment in other service or went elsewhere. The discrimination of the contractors themselves united in organization, against men because they also were united in organization as laborers, was an inconsistent, stultifying, and indefensible act of arbitrary power which circumstances enabled them to enforce. The organization of the laborers was just as lawful and rightful, notwithstanding the fact that they had been led into an inconsiderate strike, as the organization of the contractors. And if circumstances had been reversed so that the laborers could have enforced their arbitrary will, the principle upon which the contractors acted would have justified the laborers in demanding that a contractor must retire from the contractors' organization before they would work for him.

Following is a report of the investigation:

The board met in the common council chamber at Rochester, N. Y., June 30, 1887, at 2 o'clock p. m., all the commissioners being present.

Mr. John Van Voorhis appeared on behalf of the contractors, and Mr. D. C. Feely appeared on behalf of the employees.

Chairman PURCELL.—Gentlemen, it has come to the knowledge of this Board, through the public press and otherwise, that there is a strike in existence here, and under the law of the State, enacted at the last session of the Legislature, it is made the duty of this Board—I will read the section: "Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put themselves in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and if, in their judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the Board is

hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section seven of this act."

I will state that the Board has been assembled as soon as its members could possibly come here, they having been engaged otherwise during the first part of the week, and we are now here and ready to proceed under the section of the law that I have just read; and we offer to the parties our services in this controversy for mediation, and for arbitration if they will agree to submit the matters in controversy to us, and we would like to know whether they are prepared to do that or not. I would say that, in such case, we would require the parties to stipulate in writing to submit their case and abide the decision of the Board upon whatever matters were submitted.

Mr. FEELY.—We are waiting to have the gentlemen who are present here ascertain whether we have the power to make the stipulation that is required. That is a matter that none of us have had time to consider. The gentlemen are now, I understand, considering that. Will you be kind enough to state what we are required to do; Mr. Malley is authorized to speak on behalf of the Laborers' union.

Chairman PURCELL.—We have a prepared blank here which would require both parties, provided they both agree to submit the case, to stipulate to that effect, and to state specifically the points to be submitted for decision.

Mr. FEELY.—It is the Laborers' Assembly which is interested in this matter. Mr. Malley is authorized to state what they are willing to do.

Mr. MALLEY.—Mr. President and gentlemen, we have held a consultation and are willing to submit this matter to the State Board for investigation and settlement; we are perfectly willing and anxious to do this; we are willing to comply with all the requirements necessary in the case, provided the other side is willing also.

Mr. VAN VOORHIS.—The power of this strike is exhausted; the contractors are all at work, and they have a full complement of men. They think there was no occasion for the strike. No demands whatever were made upon them; they appeared at their work Monday morning in utter ignorance of any discontent, and this strike was thrust upon them without any proposition of any kind being made to them, either to increase the wages or shorten the hours. At the present moment, as I have already said, the power of this strike is exhausted, and there is nothing to arbitrate. Of course, this Board cannot settle disputed questions of assault with intent to kill. If the parties would be willing to submit those matters to this Board for decision we would be very glad to submit them. The only question

is now what is to be done when men assault other men who are at work under protection of the law, assault them and threaten to maim them if they do not desist from employment from which they gain a livelihood. I have been engaged in the police court for some little time in these matters, and I am satisfied that these matters are not gotten up by any members of any general assembly, but by a very few who assemble together, men who are not citizens of this country, and most of whom have been here only a short time. The contractors think there is nothing to arbitrate. They will not deal with scoundrels and anarchists who are determined to make a row. They have a full complement of men at work now, and they intend to get along without these men. Any competent men who have been obliged to leave the work are at liberty to come back, provided they do not belong to some organization which makes them the mere tools of an organization, and prevents them from continuing at work. Every one of these men left simply because of fear; they came back as soon as they were satisfied that their lives were not in danger. Not one of them demanded any higher wages; not one of them asked for any shorter hours of labor. It was the violence of those laborers on Gorham street, and Goodman street, and the threats of violence, that prevented these men from working; and that fear of violence is now over. "Those who take the sword must perish by the sword," and if there is no other way of effecting peace in the city of Rochester, I say every one of them should be shot down.

Mr. FEELY.—We are here at your invitation, and as far as I am concerned, I am taken completely by surprise by being obliged to listen to the abusive and insulting remarks of the counsel. We did not come here to-day to be confronted or to be insulted or called anarchists or anything of the kind. I deny, on behalf of the gentlemen sitting about me here, that they are not citizens or that they are anarchists and scoundrels.

Mr. VAN VOORHIS.—I did not say one word about the gentlemen sitting around Mr. Feely; I referred only to the violence of those men on Gorham street and Goodman street.

Mr. FEELY.—There is no occasion for the language of the gentleman; there is nothing to warrant it in anything that has taken place in the hearing in court. The object of the counsel is to further prejudice these gentlemen, through the newspapers, in the minds of the people. I can prove, in relation to the Goodman street trouble, that the aggressors in that matter were the persons who turned the steam and hot water on the men who were, up to that time, standing there peaceably looking on.

This language comes with bad taste from the gentleman who represents the contractors, and unless he wanted to throw a fire-brand into the ranks of the laborers he would not make the statement that he has made.

Mr. VAN VOORHIS.—The intemperate language of Brother Feely is only explainable because of the bad cause that he represents. When you haven't any other defense, abuse the counsel on the other side. I have merely stated what I believe to be the facts, from the evidence that I have seen. Brother Feeley has not referred to Gorham street, where they assaulted with rocks the people who were at work there, and where they assaulted the police, and he has even forgotten the testimony that one of the witnesses gave this morning, that these people said that if the police came there they would murder them. It is true, when men came up and interfered with the men who were at work on the Goodman street sewer, somebody took a hose and turned the steam on them, but that was not cause for a murderous attack.

Now, is there any gentleman about Mr. Feely claiming to represent the labor association? Those gentlemen did not further, and they will tell you that they did not further the outrage that was committed on the peace of Rochester this last week. If one of those gentlemen will stand up in his place and say that he furthers those attacks, let him stand up in his place and I will denounce him as a scoundrel and a murderer. Does this assembly, by its organized body, approve of what was done on Gorham street? Does it approve of what was done on Goodman street? If it does, let them stand up. Then they will have their colors up. I am denouncing nobody; I am denouncing crime committed in the streets.

Chairman PURCELL.—Mr. Van Voorhis, we understand you to decline the offer of the other side?

Mr. VAN VOORHIS.—We have nothing to arbitrate.

Chairman PURCELL.—Then we will proceed under the other clause of the law: "If in their judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section 7 of this act." Now, Mr. Feely, we are prepared to hear your side of the case.

Mr. FEELY.—As I said before, it is the Laborers' Assembly that is interested in this matter; and I may say briefly, as a broad statement, that this particular assembly, 8917 of the Knights of Labor, is composed entirely of laborers—laborers who are engaged in all the

departments, not limited to any one particular department, but men who work on the streets and in the sewers, and dig sewers or cellars or anything else. This assembly is composed of that character of men. I am informed, and only very recently informed, that in the spring of this year (what particular day I do not know) the contractors of this city were notified by the laborers that they would not work this season for the wages that they had received before. I am informed that the contractors of the city appointed a committee, composed of the following gentlemen: (Whether I am right or not the officers who are here now can say.) the committee representing the contractors of the city were Mr. Grant, Mr. Edgerton, Mr. Gorsline, Mr. Jones, Mr. Stallman and Mr. Erwin, the most of whom are not personally present before you. The committee representing the Laborers' Assembly and also representing the Central Labor Union, which, to a certain extent, supervises and has some executive or other power, exercises some power over the other assembly, was composed of the following gentlemen: from the Central Labor Union, Mr. Malley, Mr. Shea and Mr. Adams; and from the assembly of laborers, Mr. Rathke, Mr. Nowack and Mr. Kanow. These committees met more than once, and at last, after the season for commencing work had opened, a proposition was made, on behalf of the employers, by this committee that they would pay \$1.75 for each day to each laborer for a day of ten hours; and if a man attended bricklayers or masons their day would be nine hours. but they should receive the same pay as the men who worked at other work for ten hours; that they should receive at the same rate for nine hours. I am informed by this committee, all of whom are before your honors, that they finally did accept that proposition and went to work under it. I am also informed that very shortly afterwards the contractors, one by one, large numbers repudiated their agreement, violated it in various ways. I have a whole list of the men who were paid less than \$1.75 for a day of ten hours, and that were paid less than at the same rate, \$1.57½ for nine hours. I have here the list of over one hundred names and the names of the contractors. These complaints were repeatedly brought before the District Assembly, and on the last Sunday it was decided that they must put a stop to it in some way, and the only way they could stop it was that these men who were members of the union should quit work.

If what I have stated is true; if the employers made this agreement and afterwards violated it, then these men were justified in striking.

Chairman PURCELL.—After the men took this action on Sunday did they make any complaint or give any formal notice to the contractors?

Mr. FEELY.—I understand that they did not; I don't know how it was.

Mr. MALLEY.—The contractors were informed, through me, that they had broken the agreement, and they said that no agreement was made.

JAMES MALLEY, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Mr. Malley, where do you reside? A. Rochester.

Q. How long have you resided here? A. Thirty-eight years.

Q. What is your business? A. Shoemaking.

Q. Are you also a member of the excise board of the city? A. Yes, sir.

Q. You are engaged with Johnson & Co., of this city? A. Yes, sir.

Q. Are you a member of the Central Labor Union? A. Yes, sir.

Q. Were you at any time appointed on a committee representing that body to meet a committee of the Employers' union of the city?
A. I was requested by the two other members of that committee to act with them.

Q. Who were the other members? A. James Adams and William Shea.

Q. Do you know whether there was any representatives from the Laborers' Assembly also? A. Yes.

Q. Do you recollect who they were? A. I think there was Mr. Rathke, Mr. Nowack, and one or two others; I don't know what their names are.

Q. In pursuance of that appointment or request, did you meet with any committee of the employers? A. I did.

Q. When was it? A. Well, I don't remember the date; I am under the impression it was the early part of May.

Q. Before the building season opened or afterwards; you think that was about May? A. Yes, sir; I think so.

Q. Where was that meeting held? A. We first met in the office of McConnell & Jones on Exchange street; that being rather small quarters, we adjourned to the brick building on Spring street also owned by the same firm.

Q. You may state who were present at that meeting besides the committees representing the Knights of Labor. A. I recollect Mr. McConnell and Mr. Jones, Mr. Grant and Mr. Stallman, and this gentleman here — I don't know what his name is.

Q. Mr. Edgerton? A. Mr. Edgerton; Mr. McConnell and Mr. Jones were both there.

Q. Was Mr. Gorsline? A. Is this Mr. Gorsline? Mr. Gorsline was there.

Q. Do you recollect seeing anybody else? A. I don't know whether it was Mr. Lauer or Mauder—it was Mr. Rauber.

Q. Did those men claim to represent the Employers' Union. A. I suppose that it was a committee from the Contractors' Association.

By Commissioner ROBERTSON:

Q. Won't you go on in your own way and state what occurred at that meeting; just state what occurred, what was said by this man and what was said by that man.

Commissioner DONOVAN.—Would it not be well to know what was the object of the meeting?

A. The laborers were on strike at the time; the committee informed the contractors that they had met to endeavor to effect a settlement of the existing difficulty, and I think it was Mr. Jones, on the part of the contractors, who said he did not know as there was any difficulty; I told him that I thought there was—the men were out on a strike; and he wanted to know what the trouble was; I believe our committee had stated to them that we had sent a couple of communications to their organization but had received no reply from them.

Q. What organization do you mean? A. The Contractors' Association; they stated that they didn't know as the men really had a grievance; they received a notice from the men some time in the fall that on and after April first they would require fourteen shillings a day for nine hours' work; that since the receipt of that communication none of their employes had waited on them at all; in fact, hadn't been able to see them, with the exception of Mr. Edgerton here who said that the only man he saw in all that time was one man; he would come around on Monday and state that he would be to work on the following Thursday, and on Thursday he would come around and state that he would be back on Monday again; we stated that we would like to see a settlement effected and the men put to work; it is so long ago I don't know as I can recollect exactly what occurred, but I will give it to you as near as I possibly can; we then made a proposition to the employers that their late employes should return to work at fourteen shillings a day for nine hours' work; they would not listen to it at all; both committees retired for consultation, retired apart, and I think I wrote out a proposition that they receive \$1.50 for nine hours' work, and fourteen shillings for ten hours' work, having it understood that nine hours should constitute a day's work; this the contractors would not listen to at all; they would not settle on the basis of hours; they stated that they would be willing to pay \$1.62 or \$1.62½, I don't know which, for nine hours' work when only nine hours was required, but they

would not listen to the proposition to make nine hours constitute a day's work; they retired a second time for consultation, and I think it was Mr. Grant that made the proposition that the men return to work for \$1.75 a day for ten hours, and although the proposition did not come from them as representing the Contractors' Union, it was understood that when laborers were attending masons who were only working nine hours that they should only be required to work nine hours; we finally told them that we had no power to settle the matter, but would submit their proposition to the men immediately affected by it, to the laborers; I was compelled to leave the meeting then; the other gentlemen submitted the proposition and perhaps will be able to state what followed.

Q. You have stated all that you know? A. I think I have stated it just as it was.

JAMES ADAMS, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. State where you live. A. No. 80 Chatham street.

Q. And your business? A. Picture-framemaker.

Q. How long have you resided in Rochester? A. About eight years.

Q. Are you a member of the Central Labor Union? A. I am.

Q. Were you a member of this committee to meet the contractors' committee last spring? A. Yes, sir.

Q. With Mr. Shea and Mr. Malley? A. Yes, sir.

Q. Did you meet with this committee at any time? A. I met with them on the twenty-sixth of April.

Q. Where? A. In a brick building on Spring street.

Q. Go on and detail to the Board what took place on that occasion; you refer to the same time that Mr. Malley spoke of? A. Yes, sir.

Q. You have the date, have you? A. I have the date; yes, sir; the twenty-sixth of April.

Q. Can you state the gentlemen who were present at that meeting? A. I know one or two of them by name; I know all of them by sight; Mr. Grant was one I knew, and Mr. Jones and, I think, Mr. Lauer; the others I don't know by name but I know them when I see them; I think they were all there except Mr. Voshall.

Q. Go on, Mr. Adams, and state what took place there; what was the occasion of your going there; at whose request did you go there? A. The object of our meeting with this committee—

[Mr. Van Voorhis objected to the witness giving an opinion as to the object.]

Chairman PURCELL.— If it was a declared object it was a fact.

A. The committee to wait upon these people were requested to do so through the Laborers' Assembly; we met on this morning, and the contractors informed us that they knew of no difficulty existing with the laborers; after some consultation with that committee we offered the proposition for those men to go back to work at the demand they had made, \$1.75 a day for nine hours' work; this they would not listen to, and they went to one end of the building and consulted, and stated to us that the only proposition the men could work on would be ten hours work; that the association could not entertain a nine-hour movement; that that was out of the question; that the length of the day must be ten hours; we then consulted and offered a proposition that nine hours should constitute a day's work, and, if necessary, the men should work an hour over time each day; this they objected to, and finally told us that that was their only proposition, ten hours to be a day's work for \$1.75, and that when they worked with masons who only worked nine hours they would only have to work nine hours for \$1.57½; we told them we could not accept the proposition but would submit it to the Laborers' Assembly; it was submitted to them, and we decided to have the men return to work at the terms offered by the contractors; and we wrote a communication which was sent up to Mr. Summerhays, the secretary of the Contractors' Association, and the men returned to work the next day; since that time the men have complained to me that this agreement was not lived up to by the contractors.

[Mr. Van Voorhis objected to this testimony as immaterial.]

Q. Did any of the men complain of any particular contractor; did a man come to you and say that the contractor that he was working for, giving his name, had violated his agreement? A. Yes, sir.

Q. Who was the man and who was the contractor? A. Mr. Rathke was the man and he gave me the name of several contractors.

Q. What we want to get at is, if there was a violation of the agreement, who the contractor was and who the men are; that particular fact we want to know; you have no personal knowledge of it yourself?

A. I was only stating what I was informed and what I informed the Manufacturers' Association of.

By Commissioner ROBERTSON:

Q. What did you inform the Contractors' Association about the complaints? A. I wrote them and informed them about the complaint that these men made, and gave them the names of the contractors who were not paying the scale that they had agreed to.

Q. Who did you send the complaint to? A. Mr. Summerhays, the secretary of the association; the answer I received was that they made no agreement to pay these men \$1.75 a day.

By Mr. FEELY:

Q. Have you the original of the letter you sent to them? A. No, sir.

Q. Did you not keep a copy? A. I didn't keep a copy.

Q. Have you the answer? A. I have the answer.

[The witness here produced a letter.]

[This letter was offered in evidence. Received and marked "Exhibit 1."]

By Commissioner ROBERTSON:

Q. Is the person here to whom you sent your communication? A. I don't know him (Mr. Gorsline then stated that Mr. Summerhays was not present, but that he was secretary of the Contractors' Association); since that time that is all I know of the trouble.

By Mr. VAN VOORHIS:

Q. You don't know anything about the present strike? A. I do not.

Q. I infer from the letter of Mr. Summerhays, the question was whether they should pay the laborers \$1.75 a day, or whether there were certain classes of laborers who did not earn that, and to whom they did not agree to give that? A. There was no question, at the time the agreement was made, about any class of men receiving any less than that.

Q. Did not the committee say that there was a certain class of skilled laborers, like those who carry mortar and brick, who could earn \$1.75 a day, and that there were others who were poor laborers, and they would not agree to pay poor laborers that price? A. I don't think there was anything of that kind.

Q. Wasn't that said, that they would not fix an inflexible price; wasn't there anything said on that subject? A. Not that I remember.

Q. Have you seen that letter? [Showing witness "Ex. 1"]. A. Yes, sir; I have.

Q. Wouldn't you infer from that that there were certain laborers who were not to get \$1.75 a day? A. The man who wrote that was not present at the meeting.

Q. Can you give the exact words of your letter? A. I cannot.

Q. You may dictate it, as far as you can; give the exact language, as near as you can. A. I can't do it.

Q. Do you claim that there was any agreement to pay every laborer \$1.75 a day whether he was good or bad? A. There was; Mr. Jones said, "Those are our terms, \$1.75 for ten hours' work;" he put the motion himself, and I think he was the only man who voted, and they all walked out of the room.

Q. One dollar and seventy-five cents for ten hours' work? A. Yes, sir.

Q. Didn't Mr. Jones say (and you heard him testify this morning); didn't Mr. Jones say that the skilled laborers should get \$1.75 for ten hours' work? A. Not that I remember.

Q. I don't mean skilled men, but the men who carry brick and mortar? A. The men who carry brick and mortar were only to work nine hours.

Q. There was no agreement, was there? A. If what was said to us meant anything, there was an agreement.

Q. Do you consider it an agreement? A. Yes, sir.

Q. How many does it take to make an agreement? A. It takes two, I think.

Q. A mere proposition you do not consider an agreement? A. The proposition was made to us and we sent a communication to your secretary accepting that proposition.

Q. Is it one of the principles of your organization that a poor laborer should receive as much as a good one? A. It all depends on how the agreement was made.

Q. Do you require a contractor to pay a man who can do a good day's work as much and no more than a man who cannot do half a day's work? A. It all depends on what the agreement was.

Q. You admit that a contractor can hire men at whatever terms he can get them? A. Not if he agrees to pay a stipulated price.

Q. Do you understand that they agreed to pay one dollar and seventy-five cents a day for ten hours' work for any kind of labor, good, bad or indifferent? A. I understood that they made an agreement to pay one dollar and seventy-five cents for ten hours' work.

Q. For what? A. For any kind of a laborer.

Q. There was no distinction? A. No distinction, that I heard.

Q. You say there was no distinction made between the different kinds of labor? A. There might be in the talk.

Q. Was there talk? A. There was talk about Italians there, yes, sir.

Q. Was it stated that Italians could be hired for two-thirds of the pay of other laborers? A. I know Mr. Jones said they were better, and that they lived better and lived in better houses than the other classes of laborers.

Q. Than they did before they came here? A. Than the Germans.

Q. Did he refer to macaroni? A. I don't know what he referred to; Mr. Jones made that statement.

By Commissioner DONOVAN:

Q. Mr. Adams, you were appointed on the committee from the Central Labor Union? A. I was acting on the committee from the Central Labor Union.

Q. Were you conversant with the prices paid previous to this strike — not the last one? A. The first one, I believe, they received \$1.50 for nine hours.

Q. You were present at the meeting of the committee from the contractors and the labor organizations? A. Yes, sir.

Q. Was it understood between the contractors' committee and your committee that \$1.75 should be paid for ten hours' work? A. Yes, sir.

Q. You so reported to your organization? A. Yes, sir.

Q. And your organization accepted it? A. They did.

Q. On those terms? A. On those terms.

Q. And you so notified the contractors? A. I did.

Q. Have you the letter notifying them? A. I have not; that is the letter they are looking for.

Q. How long after you returned to work did you or your organization receive notice of the so-called breaking of that verbal contract? A. About six weeks, I think — five or six weeks.

Q. How long ago is that? A. It is four weeks ago, I think, that I first heard it.

Q. And it was in reply to that that this letter was written? A. Well, it was some time after that.

Q. Was it the fact of the reception of this letter of the so-called breaking of the contract — that verbal contract that you have said existed — that led to the strike of last Monday? A. I should judge it was; the communication was read at the Central Labor Union, and it was put in the hands of the committee from that body, and at that time they were asked to wait until after Tuesday before they took any action; that is all I know of it.

Q. They took the action without the consent of this committee? A. The laborers asked the committee to wait until after Tuesday.

Q. Did the committee wait? A. They certainly did, yes.

Q. The laborers then took the matter in their own hands? A. Yes, sir.

By Mr. FEELY:

Q. When you received that letter which you have produced now, how did that reach the Laborers' Union? A. It was read before the Central Labor Union.

Q. How many representatives did this Laborers' Union have in the Central Labor Union? A. Five or six, I think; the letter was turned over to the committee from the Central Labor Union.

Q. For what purpose? A. To see the contractors and try and make some settlement.

Q. The Laborers' Union had knowledge of the contents of that letter? A. Yes, sir.

Q. And the Laborers' Assembly took action on the contents of that letter? A. I should judge so.

By Mr. VAN VOORHIS:

Q. What is your business? A. Picture-framemaker.

Q. You are not a laborer? A. No, sir.

Q. And not a member of the Laborers' Assembly? A. No, sir.

Q. And you have not been present at any meeting of this assembly? A. I certainly have been.

Q. And this strike was undertaken without any authority from the Central Labor Union? A. The Central Labor Union has no authority to prevent them from striking.

Q. Has the assembly authority, of itself, to order a strike? A. It certainly has.

Q. Each assembly has authority and has not got to ask permission or anybody else to make a strike? A. Not necessarily; I don't think it is necessary that they should ask.

Q. Haven't you a constitution and by-laws? A. As I said before, the Central Labor Union has no control over this assembly in a strike, and therefore it could not prevent them from striking.

Q. Has it any control over it? A. Yes, sir; to a certain extent.

Q. To what extent has it control over it? A. To collect taxes from it.

Q. To what amount are taxes collected from this assembly?

[Mr. Feely objected to this question. Objection sustained.]

Q. I think you spoke of Mr. Rathke informing you of something? A. He is a member of the Laborers' Assembly.

Q. Is he the president? A. They have no president.

Q. What office does he hold? A. He is master workman.

Q. What is his business; is he a laborer? A. I believe so.

Q. But as master workman he does not labor except in his capacity as master workman? A. Certainly he does.

Q. Does he not receive compensation as such officer — as master workman? A. He does not.

Q. He certainly is not engaged now, and has not been, this spring, engaged in manual labor, has he? A. I can't tell you.

Q. What body was it that appointed a committee to examine this letter from the Contractors' Association? A. No body.

Q. I understood you to say that you read that at some meeting; what meeting was that? A. Meeting of the Central Labor Union.

Q. And it was referred to a committee, wasn't it? A. To a standing committee of the Central Labor Union.

Q. And there was no report of the committee on the matter before the strike broke out; they have not reported yet, have they? A. They could not report until there was another meeting of the Central Labor Union.

Q. When do they meet? They meet next Thursday.

Q. The Central Labor Union is not responsible for this strike in any way? A. No, sir.

By Mr. FEELY:

Q. You spoke of a former strike; is it not a fact that that was a lock-out on the part of the employers instead of a strike? A. It was a mistake on my part; it was a lock-out.

By Mr. VAN VOORHIS:

Did the lock-out extend beyond the masons? A. It extended to the laborers; we have nothing to do with the masons.

Q. Just the laborers? A. It was a lock-out of the laborers that we were acting upon at that time.

WILLIAM SHEA, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. What is your business, Mr. Shea? A. I am a cooper.

Q. Engaged in any employment by the city at present? A. Yes, sir; I am assistant street superintendent at present.

Q. Were you a member of this committee last spring to wait on the Employers' Association? A. I was.

Q. Did you go with Mr. Adams and Mr. Malley and the other gentlemen? A. I did.

Q. Now state what took place in that interview between you? A. I will state that myself and Mr. Adams and Mr. Malley, representing the Central Labor Union, with three of the Laborers' Union, Mr.

Rathke one, and I don't know the names of the other two, waited on a committee of the Employers' Union on Spring street in a building there, and we stated to them that we were authorized by the Central Labor Union to see them, with a view of settling the difficulty—a lock-out, I believe the laborers called it; we proposed to them that if they would grant the laborers nine hours a day and \$1.75, that it could be settled, and after talking the matter over, they said they could not consider that proposition; then we proposed that nine hours constitute a day's work at \$1.50 a day, and that they work ten hours, if necessary; and after consulting together, they decided that they could not accede to that demand, and after considerable discussion they agreed to pay \$1.75 a day for ten hours' work, and \$1.57½, I think, for nine hours' work, where men worked with masons who quit at five o'clock.

Q. What further took place? A. We accepted their proposition; that is, asked for time to consult with the laborers; proceeded to the laborers' meeting, and they decided there, by a vote, to accept the proposition, \$1.75 a day for ten hours' work, and I believe the secretary of the committee notified the employers; I don't know that he did; my impression is that he notified them to that effect.

Q. What do you call a laborer in this building trade? A. A laborer, as I understand it, is a man who works carrying a hod, or with a pick, a shovel, or in a quarry—anything of that kind.

Q. And a mason is any one who lays brick? A. I so understand; I am not very well acquainted with the business.

Q. Do you know anything further in reference to this matter; were you aware of the complaints being made to the Central Labor Union that this agreement, as you understood it, was being violated? A. I have been told it several times, that the contractors were not living up to their agreement, and I heard it so reported at the Central Labor Union.

Q. Did you take any action or send any communication to the employers on that point? A. I am not clear on that subject; I believe there was a communication sent.

By MR. VAN VOORHIS:

Q. Do you know any instance, Mr. Shea, where mortar carriers and brick carriers have not received \$1.57½ a day for nine hours, or \$1.75 where they worked ten hours? A. I have not personally.

Q. Have you made any inquiries to see whether there was any such case or not? A. I have not.

Q. Have you any reason to believe that there have been any

instances of that kind? A. I have the information of a person, whom I believe to be reliable, that there have been instances.

Q. Who is that person? A. Mr. Rathke.

Q. Mr. Rathke is not a brick carrier or a hod carrier? A. I believe he is not.

Q. You have not seen any hod carrier or brick carrier or mason's helper who complained that he had been unjustly treated? A. I have not.

Q. You are assistant superintendent of streets of the city of Rochester, are you? A. Yes, sir.

Q. Do you employ men? A. I put them to work.

Q. Do you pay any less than \$1.75 a day to laborers? A. I don't employ them at all; I believe the city pays them \$1.50 a day.

Q. Your office employs them? A. Yes, sir; the street superintendent; but I don't think he has any control over the amount of wages.

Q. Who has control over it — the common council? A. The executive board, I think, fixes it.

Q. The city pays \$1.50 a day? A. Yes, sir.

Q. Did this strike extend to the city laborers? A. It did not.

Q. They were content to remain at work for \$1.50 a day? A. Yes, sir; they remained at work,

Q. Did you tell them that they ought not to work for that price? A. I have no objection to answering that. [Question withdrawn.] I would like to say that because I belong to the union it is not any sign that I am doing anything of that kind.

Q. You were at this meeting on Spring street, were you? A. Yes, sir.

Q. In what way were you there? A. I was there as a member of a committee of the Central Labor Union — a standing committee.

Q. Was there anything said at that meeting about some men being able to earn more than others? A. I believe it was mentioned that an old man could not expect to receive \$1.75 a day; there was an understanding between both parties.

Q. An old man? A. Yes, sir.

Q. Was there an understanding that poor laborers, who were not old men, should not be paid \$1.75? A. If an employer has men who cannot do a day's work, the contractor is not bound to employ him.

Q. If a man can only earn a dollar a day there is no rule which prevents an employer from hiring him, is there; an old man might make a dollar a day when a young man might make \$1.75? A. I have old men working under me who can do more than a young man.

Q. You don't claim that all old men are like that, do you? A. No, sir.

Q. Aren't there such men as lame men, men who are not particularly bright in their mind? A. I suppose there are; if I was hiring men to do work I would not employ lame men or blind men.

Commissioner DONOVAN.—I understand that the witness intends to testify that the employers were to pay \$1.75 for ten hours' work, and that where men were not able to earn \$1.75 they were not bound to employ them.

The WITNESS.—Yes, sir; that is it.

Mr. VAN VOORHIS.—That is it exactly.

Chairman PURCELL.—You have produced three witnesses and their testimony has been all on the same points. You have covered those points sufficiently, I think, and it is not necessary to give any further testimony on those points. What we want to know is the particular case where a laborer has been cut down and who was the contractor who did it.

ANDREW RATHKE, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Where do you live? A. Pennsylvania avenue, No. 108.

Q. What is your business? A. Laborer.

Q. How long have you been in the United States? A. Seventeen years.

Q. And what portion of that time have you lived in Rochester? A. Since the 5th day of August, 1886.

Q. And before that time where was your residence? A. I was about fourteen years and a half in Michigan, and the rest of the time before I was in Rondout, Ulster county, N. Y.

Q. Are you a man of family? A. Yes, sir.

Q. Have you any relations with the Laborers' Assembly? A. No, sir.

Q. Are you a member of the assembly? A. Yes, sir.

Q. What position do you hold? A. Am master workman, as they call it.

Q. How long have you held that position? A. Since the 1st of January, 1887.

Q. Were you a member of this committee which called this spring upon the employers' committee? A. Yes, sir.

Q. Now since the time when you had that interview with the employers' committee, have any complaints come to you, as master workman of that assembly, that employers were not paying the agreed rate of wages? A. Yes, sir.

Q. When did these complaints come to you? A. I can't say exactly; it was one or two weeks after the agreement was made.

Q. Are there any of those men in the room now? A. I don't remember the names now, because I did not write it down.

By Chairman PURCELL:

Q. You know them, don't you? A. If I read it on the list; yes, sir.

By Mr. FEELY:

Q. How was this list made; who wrote it? A. I am not sure; but if I understand it it was one of our members, Charlie Ahnfeldt wrote it.

Q. After you received these complaints did you speak to any of the contractors about it? A. No, not me; our men talked to me inside of meetings and outside as I was walking around; I was the walking delegate around the city; sometimes the men spoke to me in the morning before work time or noon or after work time — spoke to me that they did not receive the wages which the employers agreed to pay, fourteen shillings.

Q. Did they say what they received? A. Yes, sir; thirteen shillings, and some twelve; I asked the men if they spoke to their employers; some of them said yes and some said no; I said, "If you don't get the wages, you have to ask your employer what is the reason you don't get the wages according to agreement that was made;" and I said if they did not get it afterwards they should tell their employer that they would work under protest, and bring it in the meeting; that is what I told some of them.

Q. Was it for that reason that a meeting was called on last Sunday? A. Excuse me, there was no meeting called on last Sunday; it was on last Friday.

Q. Was it because the men informed you that they did not receive the full wages that the employers agreed to pay — was it for that reason that the meeting was called? A. Yes, sir; and I put it to the assembly and a vote was taken, and it was voted every man to lay down his work, every man that belonged to the assembly.

Q. To strike? A. Yes, sir.

Q. Was there any notice that you know of, before last Friday, that the employes were not receiving the wages agreed upon? A. I remember that Mr. Adams wrote a letter to Mr. Summerhays.

Q. Now give us the name of any man whom you know that made a complaint to you of not receiving the full amount of his pay? A. Cach Valentine.

Q. Who did this first man work for? A. For Mr. Lauer; and

Valentine Sobieski was working for Mr. Lauer; Martin Smith, working for Mr. Yorks; Andrew Dietrich, working for Bachman.

Q. Tell us generally what these men said; these men that you remember speaking what did they say? A. They stated that they did not get their full pay for ten hours' time, as the agreement was made.

Q. What did they state they did get? A. One dollar and fifty cents for some, and thirteen shillings; Charles Dryer, working for Mr. Gorsline.

[It was admitted, on behalf of the contractors, that they worked a certain class of men for less than \$1.75 a day.]

By Mr. VAN VOORHIS:

Q. You are what is known as a walking delegate, are you? A. Yes, sir.

Q. Have been since the first of January? A. No, sir; since the first of April.

Q. What are the duties of a walking delegate? A. Walking all around the city, around buildings where work is, and see if there is any trouble going on; if there is settle it, and if it can't be settled right there, he should bring it before the assembly.

Q. What contractor did you visit first? A. I can't remember that any more.

Q. Give us the first one that you can remember. A. Because one day I start out that way —

Q. I know; I can see that well enough, but give us the first one that you can remember; have you ever visited Mr. Gorsline's work? A. Yes, sir; I visited Mr. Gorsline's job on East avenue where they are digging out the cellar.

Q. Was any complaint made to you by the men at work on that job? A. No, sir; nobody told me there on that place.

Q. You saw twenty or thirty men at work there, didn't you? A. Yes, sir.

Q. Did you not inquire whether those men were getting less than fourteen shillings a day? A. I was asking, but they told me they were getting their full wages for what they agreed.

Q. Did you ask if anybody was getting any less? A. Yes, sir; I asked them.

Q. Did you visit Mr. Gorsline's work on Exchange street? A. Yes, sir; I visited there several times.

Q. Was any complaint made there? A. Yes, sir.

Q. Who was it complained? A. I don't see his name here; it was

a big stout fellow; he left there four weeks ago and went to work for Mr. Mander.

Q. What was his complaint? A. His complaint was that he got a quarter of a dollar less, only got \$1.50 for ten hours' work.

Q. Have you any knowledge as to whether he could earn more than \$1.50? A. He is a stout young fellow, a good deal stouter than I am, and he looked as if he could do a good day's work.

Q. But you don't know anything about that? A. No, but he looked as if he could do a good day's work.

Q. Has anybody else on Mr. Gorsline's work, besides this big fellow, made any complaint to you? A. No, sir.

Q. Mr. Gorsline employs a great many men, does he not? A. Yes, sir.

Q. And has several jobs? A. Yes, sir.

Q. And out of several hundred men there was one big fellow who complained because he did not get but a dollar and a half a day? A. Yes, sir; while I have been walking around.

Q. And while you are walking around, you have an opportunity to find out the facts from actual inspection? A. No, sir; not in every case; I can't go on where they are working; I go along the sidewalk.

Q. You can see the work, can't you? A. I can see the men but I can't talk with them; I guess no contractor would let me talk to the men.

Q. Mr. Edgerton is putting up the Wilder building, isn't he? A. Yes, sir.

Q. And he is also doing the work on the public building? A. Yes, sir.

Q. Did any of the men complain to you while you were there? A. Yes, sir; there were two men there on the Wilder building.

Q. Do you swear that there were? A. Yes, sir.

Q. How many laborers has Mr. Edgerton on the Wilder building? A. I could not say because I was not on the road yesterday or the day before.

Q. Before the strike how many men did he have? A. That is hard to tell.

Q. One hundred? A. Oh, no; he didn't have that many men on that place.

Q. Fifty? A. That is pretty hard to tell; I didn't stand there long enough to count them.

Q. There were a good many, any way, weren't there? A. Yes, sir.

Q. When was it these two men complained? A. It was two weeks ago.

Q. What was it these two men complained of? A. He said he did not get fourteen shillings for ten hours' work; he only got \$1.50.

Q. Now go to the government building; there seems to be a doubt whether any men are employed there, but you think there are; you saw men there? A. Yes, sir; there were a few men there.

Q. Was any complaint made there? A. No, sir.

Q. Do you remember any other jobs that you visited? A. I visited a good many jobs, hundreds of jobs.

Q. Of Edgerton's? A. Oh, no; not of Edgerton's.

Q. Can you give the names of those men of Edgerton's who complained? A. I can't remember their names.

Q. Did you ask those men why they didn't leave Mr. Edgerton and hire out to somebody else who would pay it? A. No, sir.

Q. You know Mr. Edgerton was paying most all of his men \$1.75 a day? A. No, sir; because I didn't ask the men.

Q. What good are you as a walking delegate if you can't find out anything? A. If there is any trouble they have to bring it to the walking delegate.

Q. The men don't all know you, do they? A. Oh, I should say they do.

Q. You knew that Mr. Edgerton was paying a good many of his men \$1.75 a day? A. I suppose so.

Q. Why didn't you tell these men who complained that Edgerton was only paying them \$1.50 a day, why didn't you tell them to go to some other contractor? A. No, that is not my business; all I have to do is to tell the men to ask the employer why he does not pay the wages agreed upon.

Q. If Edgerton had fifty-two men, and he paid fifty of them \$1.75 a day and he paid two of them \$1.50 a day, what does that prove as to those two men? A. It might prove that they were too old or that they were crippled and could not do good work.

Q. And you would not censure a man, and would not order a strike on him because there were two men who were paid \$1.50 a day? A. I couldn't order a strike.

Q. Well, would you order a strike if you could? A. I couldn't and I wouldn't.

Q. Did your assembly order a strike; did you vote for it? A. I have not got a vote.

Q. Are you not a member of the assembly? A. Yes, sir; but I have not a vote in this way; since I am chairman I haven't got a vote; when I am not chairman I have.

Q. Did you advise these men to strike because Edgerton employed

two men for \$1.50 a day? A. No, sir; it is not for me to order a strike; when there is trouble they have to come to me, and it is for me to bring it before the assembly.

Q. You didn't advise it? A. No, sir.

Q. Was the resolution, ordering a strike, in writing?

[Mr. Feely objected to the question. Objection overruled.]

A. We never make a resolution written.

Q. Why not? A. That is an article in our order; a resolution is to be brought by words, by speaking.

Q. And then you have to remember what it is? A. I have to remember for that time, any way, what it is, and bring it before the meeting.

Q. Do you ever write it down—does anybody write it down—is there a recorder? A. It is very seldom that anything is written, only business that is in order; the movement is made to me to bring it before the assembly; that is all I have to do with it.

Q. And you do bring it before the assembly, and the assembly votes?

[Mr. Van Voorhis stated that he proposed to show by this witness what he did under the resolution.]

Q. What did you do under the resolution?

[Mr. Feely objected to the question.]

Chairman PURCELL.—We think it is competent for him to go on and state what was done under the resolution of the assembly—what he did.

Q. What did you do under the resolution of the assembly? A. After this motion was made I brought it before the assembly, and they voted for to quit work, every one that belongs to the order.

Q. Is that all you had to do with it? A. Yes.

By Commissioner ROBERTSON:

Q. You didn't do anything more after that; did you follow it up by doing anything or saying anything? A. I told the men they should overlook the thing what they were doing before they voted.

By Mr. VAN VOORHIS:

Q. Did you direct any parties to visit the various contractors and stop the work; didn't you organize three parties of members of the assembly, with directions to go in different directions and visit the work and call your men off, and with instructions that where men who did not belong to the union refused to stop work, to compel them to stop, and to use force where it was necessary?

[Mr. Feely objected to this question on the ground that this witness has been charged in another court with conspiracy, and the counsel, by the question he has asked, is endeavoring to lay the foundation for the prosecution in that court.]

Mr. VAN VOORHIS.—Now we were called out of a judicial investigation by this Board, against our wishes or our desire but in obedience to the law, and we were called here to get into this entire question; and it does not follow that because we are obliged to go over it here that it is for any other purpose. My friend has charged an improper motive; if it is, then this whole investigation is improper. If this man appointed three parties to go to the different contractors and order the men to stop work, that is a very important fact for this commission to know. He will probably say that he did not, but we will be able to prove in the police court, without him, that he did so. Now I submit that going on with the investigation with that fact left out, is like playing Hamlet with Hamlet left out.

Commissioner ROBERTSON.—It being a criminal case, the witness is not obliged to answer the question.

Mr. VAN VOORHIS.—But he has not put himself on his privilege. That question has not been raised. Mr. Feely stated that the answer to this question would not, in any case, throw any light upon the investigation which the Board is called upon to make; he also raised the objection that the answer might tend to criminate the witness, as he was charged with conspiracy in another court.

[Mr. Feely's objection was sustained on the latter ground.]

By Mr. VAN VOORHIS:

Q. There is lots of work going on in the city? A. Yes, sir.

Q. There is employment for everybody who wants employment?
A. Yes, sir.

Q. If a man cannot get \$1.75 from one employer can't he go to another and get it if he is worth it? A. That is none of my business as walking delegate or master workman.

Q. How many laborers are there in the city? A. That is more than I could tell you.

Q. Did the city laborers ever complain about their wages? A. I never heard any man who worked for the city complain of his pay.

Q. Do you know of any reason why a man who is working for the city should get \$1.50 from the city and \$1.75 from anybody else who is doing the same kind of work—from a man, say, who is building sewers? A. I should believe in one way—I don't know what you would think, but I should think that sewer work is a great deal harder, throwing out dirt from below, than scratching dirt on the streets.

Q. Well, take street improvement work. A. Street improvement is not as hard as digging sewers.

Q. Then why should Messrs. Chambers & Casey, who are doing street improvement work on Gorham street, pay any more for labor than the city pays for the same kind of work?

Chairman PURCELL.—The city does not do any of that kind of work; it is all done by contract.

Mr. VAN VOORHIS.—They do surface work; I won't press the question.

Q. Are you a citizen of the United States? A. Yes, sir.

Q. And a voter? A. Oh, yes, sir.

Q. How long have you been? A. I don't know; about eight or nine years ago.

Q. When did you first become interested in this labor movement? A. When I came to this city.

Q. Had you been in the labor movement before you came to Rochester? A. Oh, yes; I was.

FREDERICK BURKE, a witness called on behalf of the employes, being duly sworn, testified as follows:

Commissioner DONOVAN.—This so-called agreement; was it carried out for any length of time by the employers, and afterwards reduced? If you have any proof of that kind we would like to hear it.

By Mr. FEELY:

Q. What is your business, Burke? A. Laborer.

Q. Do you belong to this Laborers' Union that has been spoken of? A. Yes, sir.

Q. Who did you work for? A. I worked for Mr. Gorsline, and I worked for Mr. Dyer.

Q. When did you work for Mr. Gorsline. A. This spring.

Q. Since the twenty-sixth of April? A. Yes, sir.

Q. How much did Mr. Gorsline pay you? A. Fourteen shillings a day.

Q. For all the time you worked for him? A. Yes, sir; for all the the time I worked for him.

Q. When did you leave? A. Last month; I don't remember the time.

Q. Did you leave of your own accord? A. Yes, sir.

Q. Who did you work for after that? A. Mr. Dyer.

Q. How much did he pay you? A. Twelve shillings for ten hours.

Q. What is he doing? A. Putting in water-works.

Q. He has contracts from the city? A. I think so.

Q. Do you know of your own knowledge whether Mr. Gorsline paid men less than \$1.75 when you were at work for him? A. Yes, sir.

By Chairman PURCELL:

Q. How do you get that knowledge? A. All the men I asked told me he paid them \$1.75.

Chairman PURCELL.—That is mere hearsay.

By Mr. FEELY:

Q. Do you know of any men who were paid less than \$1.75? A. No, sir.

Q. Were you ever present when the men were paid off? A. I don't know.

Q. How often were the men paid? A. I don't know.

Q. Where did Mr. Dyer's men work putting down water pipe? A. On Avenue E.

Q. Do you know what the other men that he employed were getting? A. Twelve shilling.

By Chairman PURCELL:

Q. How old are you? A. I am twenty-two.

By Mr. FEELY:

Q. You all worked there for ten hours? A. Yes, sir.

By Mr. VAN VOORHIS:

Q. What time did you quit Mr. Gorsline? A. Some time last month.

Q. You quit him at \$1.75 a day and went to work for Mr. Dyer at \$1.50? A. Yes, sir.

Q. Why did you quit Mr. Gorsline? A. He had all the men he wanted; he could not use me.

Q. What do you work at? A. A laborer.

Q. Use a shovel? A. Yes, sir.

Q. Mr. Dyer is doing city work, isn't he? A. Yes, sir.

Q. And he pays the same as the city does—\$1.50 a day? A. Yes, sir.

Q. You knew that when you went there? A. Yes, sir.

Q. You never said a word to him about paying any more? A. No, sir.

Q. You never made any complaint to Mr. Dyer about the wages? A. No, sir.

By Commissioner DONOVAN:

Q. How long did you work for Mr. Gorsline before the twenty-sixth of April? A. I did not work long — only a couple of weeks.

Q. Were you locked out of work last spring? A. Yes, sir.

Q. By whom? A. I went to work first for Mr. Gorsline.

Q. When did you go to work for Mr. Gorsline? A. September.

Q. How much did Mr. Gorsline pay you from the time you went to work for him in September up to the time you left his employ? A. One dollar and seventy-five cents.

Q. He always paid you \$1.75? A. Yes, sir.

By Mr. FEELY:

Q. Why did you leave Mr. Gorsline? A. He had all the hands he wanted.

Q. Did you make any complaint to the assembly that you belong to about Dyer not paying you enough? A. No, sir.

Q. How did the assembly get your name as not being satisfied with the wages you were receiving?

Chairman PURCELL.—I guess he does not know.

Q. You don't know? A. No, sir.

By Mr. VAN VOORHIS:

Q. You went to work for Mr. Gorsline last September? A. Yes, sir.

Q. You did not get fourteen shillings from him then — nobody got it then? A. This spring I did.

Q. You did not get it in the fall, though? A. I didn't work for him in the fall.

Q. Wasn't it April when you commenced? A. Yes, sir.

By Commissioner DONOVAN:

Q. When did you commence to work for Mr. Gorsline — what date
A. As soon as they commenced working.

Q. This spring? A. This spring.

Q. Do you know when they commenced to work this spring — about what date? A. April.

By Chairman PURCELL:

Q. You never worked for him before that? A. No, sir.

Q. You did not work for him last September at all? A. No, sir.

[Mr. Feely stated that he was informed that there were men who had received \$1.75 for a time and whose wages were afterwards reduced, but the witnesses to prove that fact could not be procured to-day. For that reason the testimony on behalf of the employees was suspended.]

HIRAM H. EDGEERTON, a witness called on behalf of the employers, being duly sworn, testified as follows :

Q. What buildings are you constructing at the present time? A. The government building and Wilder's building are the main ones.

Q. The government building on the corner of Church and Fitzhugh streets, and the Wilder building on the corner of Main and Exchange? A. Yes, sir.

Q. About how many men have you in your employ — have you had before the strike? A. I am not sure; fifty or sixty, I should say, laborers.

Q. When did the work of employing laborers begin for this season? A. The first of April.

Q. What wages did you pay between the first of April and the twenty-sixth of April? A. One dollar and seventy-five cents a day.

Q. Were you present at the meeting on the twenty-sixth of April, when the committee of the union met the committee of the contractors? A. Yes, sir.

Q. Were you on the committee of contractors? A. Yes, sir.

Q. Will you state just what occurred, so far as the laborers were concerned, at that meeting? A. Well we met them and asked them to make their proposition; we met on Spring street, where the other witnesses have testified, and we asked them to make their proposition, and they did say that they wanted \$1.75 a day for nine hours; we told them that we could not accept of it; there was some discussion; not very much discussion took place; we were pretty well supplied with men at the time, and told the laborers we did not care much whether they came back or not; we told them the only proposition that we had to offer was the one that we made in the winter, which was published in the newspapers.

Q. What was that? A. That we would require ten hours for a day's work; that for the skilled laborers we should pay \$1.75; that should be the limit — \$1.75 for ten hours; well, we expected to pay from \$1.50 to \$1.75 for the best men; we made no proposition that day excepting that; we have rigidly refrained from making any.

Q. Have you now stated the substance of all that occurred at that meeting; was there ever any other meeting of a committee of the contractors with a committee of the laborers? A. No, sir.

By Mr. FEELY:

Q. Were you at that time organized into a meeting of your committee, Mr. Edgerton? A. Yes, sir.

Q. A chairman and secretary? A. No, sir; we went informally as a committee, a standing committee of our organization.

Q. Nothing put in writing? A. No, sir.

Q. Did you make any formal motion amongst yourselves? A. No, sir; there was no motion made, and the talk was informal.

Q. How could you ascertain the sentiment of your colleagues on the committee? A. We knew it before we went there; we stepped one side and consulted, and the result of our consultation was that we would not accept their proposition.

By Mr. VAN VOORHIS:

Q. You were unanimous? A. Yes, sir.

By Mr. FEELY:

Q. Did you not also make a proposition to the committee that waited on you, the laborers' committee, in some form or other? A. We reiterated our proposition of the winter before.

Q. Have you got that with you? A. No, sir; I have not.

Q. Was it produced at that meeting or read? A. I don't think that it was.

Q. You simply said that you would make no proposition except what was contained in something that was published some time before? A. Yes, sir.

Q. You don't know whether these men ever saw it or not? A. No, sir; I don't know anything about that.

Q. Did you read it yourself? A. Yes, sir.

Q. You stated here to-day the substance of that resolution? A. 'Yes, sir; fourteen shillings a day would be the limit that we would pay to our best men; we laid very little stress upon the wages we should pay at all; it was the hours of labor that we were talking about mostly; we expected to pay what the market required for wages.

Q. What was the object of publishing that resolution? A. To let everybody know that after the first of April we would require ten hours work a day.

Q. Had you any knowledge then that there was a Laborers' Union? A. Not to my personal knowledge; I knew there was a union.

Q. Did you know who the secretary of the Laborers' Union was at that time? A. No, sir.

Q. Do you know that that resolution was communicated to the Laborers' Union in any way? A. I don't know that it was, except through the papers.

Q. And you say the reason it was published was that you had some trouble in the spring before, in 1886? A. Yes, sir.

Q. In what papers was it published? A. In all the English papers and I don't know but it was in the German.

Q. Do I understand you to say that all the employers were paying \$1.75 before the first of April last? A. After the twenty-sixth of April we paid \$1.75 a day for our skilled laborers.

Q. What was the occasion of locking them out? A. They did not go to work.

Q. The men that got \$1.75 or anybody else? A. I got quite a number of new men right away.

Q. But the old men did not come? A. No, sir.

Q. What is the name of your association? A. The Masons' and Contractors' Association.

Q. Didn't your association decide to suspend work? A. No, sir; we advertised for men, not only here but in Canada; in various places.

Q. Had the employers, to your knowledge, prior to that time, taken Italians into their employ from out of town?

[Mr. Van Voorhis objected to the question.]

Chairman PURCELL.—If Mr. Feely claims that that fact has any bearing on the case it is a proper question to admit.

Q. Mr. Edgerton claims that there was no lock-out this spring; that there was a suspension of labor by the workman; is that what you say? A. Yes, sir.

Q. Had you, or other employers to your knowledge, taken on Italians from out of town prior to April fourth; I am speaking of the suspension that you spoke of, early in the spring, the negotiations that led up to the suspension in the spring; did you receive a circular calling upon you to discharge the Italians in your employ? A. No, sir.

Q. Was there anything said about the employers employing Italians prior to that suspension? A. No, sir; there was nothing said about it in this meeting; there was nothing said about it in the meetings of our association.

Q. Had any been hired prior to that time? A. Not to my personal knowledge; I never had hired any; I understood that some had been to work for McConnell & Jones, a few, but none had ever been to work for me.

Q. Did the committee from the Laborers' Union call upon you on more than one occasion? A. No, sir.

Q. Did you ask any of the committee from the Laborers' Union if they had seen the resolution that was published last fall? A. I don't remember; I know the resolution was discussed; I have it now in my hand; that was the agreement in the resolution, that the limit should be \$1.75, but it was not published; the principal point was hours of labor; we have paid the best men fourteen shillings a day since the first of April; I never have hired any except the best, so I have paid all my men fourteen shillings a day since the first of April.

By Chairman PURCELL:

Q. And yet your men went out? A. Yes, sir; I hired two men this week for less wages, but I pay all my other men fourteen shillings a day.

By Mr. FEELY:

Q. Having seen the resolution, do you say that it was not a clear proposition to pay all these men fourteen shillings for ten hours? A. I know it was not; it is a mistake on the part of these men when they say that was the proposition; it is a mistake; we had this talk and we went out, and our men began to come back.

Q. You say your men came back before you received any communication from the committee? A. It wasn't two hours after I went out of the room when some of my men came back; how it was with the other contractors, I don't know.

Q. Did you understand that a letter was received from the committee of the Central Labor Union to the Contractors' Association, accepting that proposition? A. I understood that there was such a letter; there was more or less discussion in the room on the question of wages, and the question of the ability of one man to earn twelve shillings or less, and another fourteen, was discussed; and Mr. Malley—at least I judged from his actions he thoroughly agreed with me that there was a difference in their ability to earn the wages; this man, too.

Mr. Van Voorhis then presented the following letter:

ROCHESTER, April 26, 1887.

To the Executive Committee of the Contractors' Association:

GENTLEMEN.—Your proposition that the laborers return to work for ten hours at \$1.75 a day was presented, duly considered and accepted, and the men instructed to return to work for their respective employers to-morrow.

Very respectfully.

VALENTINE HEINZE,

Secretary.

Q. Were you aware that a complaint was made to the association that we speak of now, that they were not living up to the agreement? A. Yes, sir.

Q. And it was in reply to that letter that you stated that no such agreement was made? A. Yes, sir.

Q. Do you know why you did not then deny, at the end of that

letter, that there was any agreement? A. I don't know; we were pretty busy at that time.

Q. That letter indicates that there was an agreement? A. That does; yes, sir.

Q. You don't know why you did not choose to deny, at that time, that there was an agreement? A. I heard it read and did not pay much attention to it; I did not notice the phraseology.

Q. Didn't you consider it a very important letter? A. No, sir; the most of the men it took them a good while to get their jobs back because we kept the men we had on.

Q. You know about how many laboring men are employed in the city, not counting those employed by the corporation? A. My impression is there are about two thousand.

Q. Will you tell what you mean by a skilled laborer and an unskilled laborer? A. It is considerable of a trade to carry a hod and climb a ladder, and mix mortar.

Q. Those men you let off in nine hours? A. No, sir.

Q. What is the object in keeping them after the masons leave? A. There is always plenty of work for them; I think two or three days the laborers went home at 5 o'clock and they were allowed nine hours for that day at seventeen and a half cents an hour.

Q. Is not the man who goes down in a sewer and blasts as much of a skilled laborer as the man who climbs the ladder? A. The man who goes down in a sewer and blasts cannot be hired for \$1.50 a day; he is a skilled laborer.

Q. The men who go down in a cellar and work in the rock, do you call those skilled laborers? A. Yes, sir.

Q. The men who work for the city here are generally old and feeble men, are they not? A. Yes, sir.

Q. Nobody else will employ them and the city gives them employment and gives them all they can? A. Gives them all they can—a good deal more than they earn.

Q. Is it a fact that after this strike occurred your committee went to the executive board and asked them not to let any more contracts? [Mr. Van Voorhis objected to this question.]

A. No, sir; there was no committee went there; the whole body of contractors went there and requested it.

Q. Were you amongst the number? A. Yes, sir; we simply requested them to postpone the letting for a day or two; we were at the same time on a visit to police headquarters and various other places; it got very serious there for a few hours; it became necessary to do something.

Q. Did you have any trouble on your work? A. No, sir; nothing serious.

Q. Did you call on the mayor? A. Yes, sir.

Q. What was your object in asking the executive board not to let the contracts? A. We asked them to postpone the letting until things quieted; we did not want any more disturbance; it was to quiet things; make no more business for a few days; a contractor, when he makes a bid for work for the city, also files a bond, and the bond is to force him to sign a contract the minute it is awarded to him and he has to complete the work within a specified time; it is different from private work; when a man sends in his bid he has to file a bond to fulfil his contract; the work was to be let in the morning.

Q. Wasn't the object of the association to embarrass the laborers in preventing them from getting anything to live on? A. No, sir; it was to prevent any further reason for rioting or discord; we were on a mission to get the city orderly.

By Mr. VAN VOORHIS:

Q. Mr. Edgerton, was any complaint made by any of your laborers to you from the twenty-sixth of April down to the time of this strike? A. Not a word.

Q. Any proposition made to you on the part of anyone representing the laborers, of any nature, which you did not comply with? A. Nothing at all; no, sir.

Q. Did you have any warning of the strike? A. Not the least; I was the most surprised man in the city of Rochester, I guess, when I came to my work and found nobody to do it, or only a few.

By Mr. FEELY:

Q. Are you speaking now for yourself or for the association? A. I am speaking for myself, but that was the case with all members of the association.

By Mr. VAN VOORHIS:

Q. At that meeting was the resolution of the previous meeting of contractors discussed, if it was not stated that —? A. Yes, sir.

Q. And understood by all contractors there? A. I believe so.

By Mr. FEELY:

Q. Is it a fact that it is a rule of your organization to make men employed by you leave a labor organization; what is the fact, Mr. Edgerton?

[Mr. Van Voorhis objected to this question.]

A. Before the strike?

Q. Yes, sir. A. No, sir; there was no such.

Q. Well, since the strike then? A. We have not had a meeting since the strike, not a formal meeting or regular meeting or any meeting called regular.

Adjourned to July 1, 1887, at 10 o'clock A. M.

At which time the Board met at the same place, and the investigation was continued as follows:

ANDREW RATHKE, a witness recalled on behalf of the employes, testified as follows:

Q. In the report of your testimony, Mr. Rathke, I find you stated that none of the proceedings of your assembly are put in writing; I want you to explain what you mean by that; did you testify yesterday that none of your proceedings were put in writing? A. I mean the minutes, proceedings; I can't say any more, yesterday, how the question was; I mean that no motion, no movement, is made written; minutes is written in the book.

Q. There is a secretary who keeps minutes of the proceedings of the assembly? A. Yes, sir.

Q. That is what you stated yesterday? A. Yes, sir.

Q. What you meant yesterday was that a party who stands up and makes a motion makes it verbally, and does not make it in writing? A. Yes, sir.

Q. What was the scale of wages paid to all the laborers in the city last year by the contractors?

[Mr. Van Voorhis objected to the question as immaterial. Objection overruled.]

A. Since I have been here working last summer for Mr. Grant I earned a dollar and a half.

Q. What was the scale of wages paid to laborers? A. One dollar and a half for nine hours' work.

Q. Then this spring was any notice given to the Contractors' Association that you required an advance in pay? A. Yes, sir.

Q. What was that notice? A. The notice, I could not make it just as it was; it was a notice, a printed notice sent to every contractor; I can't very exactly tell dates, but it was in the last part of November and the first part of December; at that time notice was sent to every contractor saying that the laborers asked for \$1.75 wages for nine hours' work, from April 1, 1887, to December 1, 1887.

Q. They asked an advance of twenty-five cents a day for the same number of hours? A. Yes, sir; for nine hours' work; then the rest of

the notice said from the 1st of December, 1887, to the 1st of April, 1888, it should be a day's work, a dollar and a half for nine hours' work.

Q. That is in the winter time or what you call the winter season?

A. Yes, sir.

Q. Can you tell me now if any of the contractors of this city, and about how many of them, are paying \$1.75 a day now for nine hours' labor?

[Mr. Van Voorhis objected to this question. Objection overruled.]

Q. What is the fact about that? A. As much as I can tell about—

Q. Have you any knowledge yourself? A. Yes, sir; what men told to me.

Chairman PURCELL.—Hearsay we do not want; if you know anything about it, that we will take, but we don't want what anybody told you.

By Mr. FEELY :

Q. You don't know that personally? A. No, sir.

Q. The only information you have on that subject is what your men told you? A. Yes, sir.

Q. Since you were here last night did you call for the men who made complaints to your assembly that they had been cut down from \$1.75 to \$1.50? A. I found one.

Q. What is his name? A. I forgot the name.

Q. Kollobski? A. Yes, it was Kollobski.

Q. You found a number of men who had been receiving a dollar and a half but who received no more this spring? A. Yes, sir.

Q. Do you know any reason why these men who complained to you that they had been cut down did not come forward as witnesses, in answer to your request?

[Mr. Van Voorhis objected to the question.]

Q. What is the reason, if there is any?

By Chairman PURCELL:

Q. Do you know of any? A. All the reason I could state, that I think.

Q. We don't care what you think? A. Of course, I can't say any reason.

By Mr. VAN VOORHIS:

Q. All you know about it is hearsay, anyway, isn't it? A. What the men stated to me.

Q. When did you say you came to this city? A. On the 2d day of August, 1886.

Q. Of course, you don't know, of your own knowledge, what the wages were before that in that year? A. That is what I stated, that as long as I had been working in this city last summer.

Q. You got a dollar and a half a day? A. Yes, sir.

Q. That is all you know about it, isn't it? A. That is what all the contractors paid where I was; I was working for Mr. Grant.

Q. And then you say in November and December you made demands by a printed circular? A. I didn't say demands; I said notice.

Q. By a printed circular? A. Yes, sir; by a printed circular.

Q. And then the contractors got together and passed a resolution subsequent to that, didn't they; did you see a printed copy of the resolution passed by the contractors? A. No, sir; I didn't.

Q. Never saw it? A. No, sir.

Q. Did you hear of it? A. I didn't hear of any answer we got by the contractors.

Q. You didn't hear that the contractors had resolved to stick to ten hours a day, did you? A. I didn't hear anything until last spring, in April.

Q. You learned in April that the contractors in December had passed a resolution standing by ten hours a day for laborers? A. I don't know that.

Q. You don't know whether you did or not? A. I don't know whether they did so or not.

Q. Did you hear that they did? A. No, sir.

Q. Were you at the meeting of your committee and the contractors? A. No, sir.

Q. You did not attend that meeting? A. No, sir.

Q. On the twenty-sixth of April did you attend the meeting between the two committees, the laborers' committee and the contractors' committee, on the twenty-sixth of April last? A. I was not on the committee, I said.

Q. I didn't ask whether you were or not; I simply asked whether you were present at the meeting? A. What meeting did you mean; you said the contractors' meeting.

Q. I said the meeting between your committee and the contractors' committee? A. I stated I was not on the committee and so I could not be there.

Q. At a meeting held where Mr. Malley and Shea and other members of the Central Labor Union were present, held in a brick building, and where a committee of the contractors were present, were you present at that meeting? A. Yes, sir; I was there; I understood last fall.

Q. Did you understand the twenty-sixth of April to be last fall; I asked about a meeting on the twenty-sixth of April; did you understand that to be last fall? A. I didn't overhear the twenty-sixth of April; I understood last fall.

Q. You were present at that meeting, were you? A. Yes, sir.

Q. Did you hear there anything about the fact that the contractors in December had passed a resolution to stick to ten hours a day and that they would not recede from that? A. I can't remember that, whether they did or not.

Q. The important thing was whether the laborers should work ten hours a day or nine, at that meeting, wasn't it; the important thing considered was the time, wasn't it, whether the laborers should work nine hours or ten? A. The meeting was held on the purpose to make the proceeding on time and wages.

Q. You did not claim any more than \$1.75 a day wages, did you? A. No, sir.

Q. And they conceded that, didn't they? A. I don't know what it says "conceded."

Q. They agreed to that? A. Yes, sir; that is what they offered.

Q. One dollar and seventy-five cents, that is what they offered? A. Yes, sir.

Q. And they refused to accept nine hours as a day's work? A. They refused to let nine hours a day for steady; the laborers was asking that nine hours should constitute a day's work, but the contractors refused to that, and they stood on ten hours' work a day should constitute a day's work, and \$1.75 wages; that is what they offered us.

Q. One dollar and seventy-five cents a day for good men, wasn't it? A. There was nothing said about the men — how the men should be.

Q. Was there anything said about feeble men who could not do a good day's work? A. I don't remember anything like that.

Q. Let me ask you, if a man is weak and feeble, whether you allow a contractor to hire him at less than \$1.75 a day? A. If a man is not able to do a day's work, our law in our Order says that any man who is sixty years and over, he can work for any wages he can get, because it is understood that he is not able to do every work; and if a man is crippled he is not expected to do a day's work.

Q. If a man is feeble-minded, it is the same thing, isn't it? A. If a man is lazy the contractor is not obliged to hire him.

Q. In other words, if a man is not able to do a full day's work the contractor can hire him at whatever price he can get him? A. If he is not able to do a full day's work the contractors can hire him at any price he can get him.

Q. The contractors said there was a difference in men, didn't they; that some men can do a good day's work and others cannot? A. That is the very fact.

Q. You know that from your own experience that some men can do a good day's work and others cannot? A. Oh, yes, sir.

Q. Wasn't that stated by the contractors, that some men can do a good day's work and others cannot? A. That I can't remember whether it was said or not; it may be said and may be not; I can't say that.

Q. You found a man named Kollobski who claimed that he had been cut down from \$1.75 to \$1.50? A. Yes, sir.

Q. What is he, a Polack? A. The name is like that.

Q. And he is the only man you saw who complained of having his wages cut down from \$1.75 to \$1.50? A. Yes, sir.

Q. Who did he work for; what contractor did he work for? A. For Mr. Rauber.

Q. And Rauber cut him down twenty-five cents? A. Yes, sir.

Q. And that is all the man stated? A. Yes, sir; that is all I can say about that.

LORENZ KOLLOBSKI, a witness called on behalf of the employes, being duly sworn testified as follows (N. Schoenberg was sworn as interpreter and he repeated the oath to the witness):

Q. Where do you live? A. Hudson park.

Q. Business? A. I work in the street and water-works and sewers.

Q. Who do you work for? A. I work for Mr. Rauber.

Q. How long have you worked for Mr. Rauber? A. Eight weeks.

Q. How much wages did he pay you when you commenced? A. The first week I got fourteen shillings and the other weeks twelve, for ten hours' work.

By Mr. VAN VOORHIS:

Q. Did you get the same as the other laborers working for Mr. Rauber? A. No; the other laborers got fourteen shillings, and I got only twelve.

Q. Are you the only man who got twelve shillings? A. Oh, no; there were more.

Q. How many men did Rauber employ? A. I don't know.

Q. Is it a large number? A. A great many.

Q. Does he employ different kinds of laborers, some who are good and some who are not so good? A. No; they are all one and the same kind.

Q. Does he pay his best men fourteen shillings a day? A. They are all one; no difference.

Q. What distinction does Rauber make between his twelve shilling men and the fourteen? A. I don't know.

Q. How many days did you get fourteen shillings? A. One week only.

Q. How many days? A. Five days or five and a half.

Q. Who did you work for before that? A. I didn't work anywhere else.

Q. How long have you been here? A. Three years I am in this country.

Q. Did you say you hadn't worked for anybody before you worked for Rauber? A. I don't know the names of the parties I worked for before I worked for Rauber.

Q. What wages did you get? A. Twelve shillings.

Q. Did you ever get fourteen shillings, except that one week, from anybody? A. No.

Q. Did you make any complaint to Rauber about the wages? A. I never did.

Q. Do you belong to the Knights of Labor, the Laborers' Assembly? A. I belong to it.

Q. Did you make any complaint to the Laborers' Assembly? A. I did not.

Q. Did you ever make your complaint known to anybody until you spoke to Mr. Rathke last night? A. I never did it until last night.

Q. Were you one of the strikers? A. I was.

Q. Were you one of the parties who went from one work to another to induce the laborers to quit?

[Mr. Feely objected to the question as incompetent.]

Chairman PURCELL.—We will not investigate the riot now.

Mr. VAN VOORHIS.—Yes, but it seems to me that this points directly to it. Here is a man who made no complaint to the contractor, made no complaint to anybody until last evening, and yet he goes from place to place to force laborers to quit work. I wish to ask him if he did.

[Mr. Feely, on behalf of the witness, objected to the question on the ground that his answer might tend to criminate the witness.]

Q. Were you one of the parties who on Monday last proceeded from one contractor's work to another's and assaulted the men who were at work there, with stones and missiles, and drove them from their work?

[Mr. Feely objected to the question on the same ground as before.]

Commissioner ROBERTSON (to the interpreter). you tell the witness that he need not answer that question if he does not wish to, and he thinks it would tend to criminate himself.

[The witness objected to answering, and put himself on the privilege that it might tend to criminate himself. Objection sustained.]

Q. Who hired you — Mr. Rauber or Mr. Vicinus? A. Mr. Vicinus hired me.

Q. Did you ever say anything to Mr. Vicinus about your being reduced from fourteen shillings to twelve shillings a day? A. I did not.

By Mr. FEELY :

Q. When you got \$1.50 a day how many hours were you working before you commenced working for Mr. Rauber? A. For ten hours.

Q. Are the men who receive a dollar and a half men who belong to the Laborers' Assembly or not; does Mr. Rauber, in the payment of his men, make any distinction between the men who are members of the Laborers' Union and men who are not? A. Yes, sir; he makes the distinction.

Q. Which men got the most pay, men who belong to the union or men who do not? A. He does not make any distinction that way.

FERDINAND NOWACK, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. What is your name? A. Ferdinand Nowack.

Q. Where do you live? A. I live No. 10 Wabash street, Wakelee farm.

Q. How long have you lived in this city? A. Fourteen years.

Q. A married man? A. I was; I am now a widower.

Q. Do know Mr. Grant, the contractor? A. I do.

Q. Did you have any conversation with him on last Tuesday? A. I did.

Q. On what subject? A. On the subject I wanted to work for him.

Q. In that conversation did he say anything on the subject of a resolution of the Contractors' Union that they would not take any men to work who were members of the Laborers' Union? A. He did.

Q. What did he say on that subject? A. I asked Mr. Grant if he would employ me; after he said he could not, I asked him why, and he said I was a member of the Laborers' Union; if I resigned from that organization I could get work; he said the Contractors' Association resolved not to hire any man who was a union man.

Q. Was there anybody with you at that time? A. There was not.

By Mr. VAN VOORHIS:

Q. You belong to the union, do you? A. I do.

Q. You understood him to say that the contractors had decided not to employ union men any more? A. Yes, sir; I worked for Mr. Grant fourteen years; I think the biggest part of the time while I was here I worked for Mr. Grant and Mr. Thompson; Mr. Grant was the company.

By Commissioner DONOVAN:

Q. Were you one of the committee who waited on the Contractors' Association to endeavor to effect a settlement? A. I was.

Q. Who did you represent there? A. Local Assembly No. 8917.

Q. You reported back to your assembly? A. I reported to the assembly that we did not come to any conclusion that was satisfactory to the men.

Q. When was that? A. That was in April.

Q. Was that the time when an agreement was come to with the contractors, through Contractor Jones? A. The men were out then and they decided to go to work for the contractors for ten hours for fourteen shillings, and they stated that where a man worked helping a mason who worked only nine hours he need only work nine hours and he should receive pay at the same rate for nine hours—\$1.57½, I think it was; I can't figure so closely.

Q. Who made that proposition? A. I couldn't say now who it was.

Q. Did you hear afterwards whether the other contractors agreed to that or not? A. We did not receive any answer after that.

Q. Was it stated at that meeting that the prices paid to the men were to vary according to the ability of the men to do a good day's work? A. I think it was mentioned that some were not worth \$1.75 and others were, and some were worth two dollars and others were not.

Q. Do you know who said that? A. I think it was Edgerton or Mr. Gorsline, or, I think, Fred Stallman; I couldn't say which it was.

Q. Did any of your committee reply to that? A. When the question was put to me I thought, in my own mind, there some men who were not worth two dollars where I worked.

By Mr. FEELY:

Q. Do you know of any contractors who are paying \$1.75 now for nine hours' labor? A. I haven't never worked for the man; it has come before the organization that McCormick was paying his men and has been paying them until Monday.

Q. Do you know, of your own knowledge? A. I couldn't swear to that, because I haven't worked for the man.

Q. Has any of these contractors told you anything on that subject? A. Yes, sir.

Q. Who was that? A. Mr. Stein.

Q. Alderman Stein? A. Yes, sir.

Q. Have you had any conversation with Mr. Borch — do you know Contractor Borch? A. I know him, but I had no conversation with him on that matter.

By Mr. VAN VOORHIS:

Q. At this meeting on the twenty-sixth of April between the committee of the laborers' association and the contractors you were present, were you? A. I was present.

Q. And you were on the laborer's committee? A. I was.

Q. I understand you to say that you did not come to any conclusion? A. We did not, satisfactory to the men.

Q. And nothing that you agreed to? A. No, sir.

Q. But the men went to work after that because of force of circumstances — they could not do any better? A. The men went to work because they did not want to lay out any longer; they had been locked out six months; they could not lay out any longer.

Q. And they did not go to work under any agreement with the contractors? A. I don't know as they have; the bosses came to the conclusion to give the men \$1.75 for ten hours, but the agreement was not written.

Q. That was all they claimed in the first place, wasn't it? A. We claimed nine hours, \$1.75 a day.

Q. Yes, sir; but that was what the contractors claimed? A. Yes, sir.

Q. And that was all the difference, the difference of an hour? A. That was the difference.

Q. The contractors offered \$1.75 for ten hours? A. They told the men they could not go to work unless they worked ten hours.

Q. Ten for \$1.75? A. I don't know whether it was or not; it was ten hours.

Q. Ten hours and the contractors to make whatever price they could? A. I don't know whether it was that or not.

Q. There was not very much question made about the wages per day, but the chief contention was about the number of hours a day, wasn't it, you claiming nine hours and the contractors claiming ten? A. Yes, sir.

Q. And no conclusion was reached? A. There was no conclusion reached satisfactory to the men; satisfactory to the contractors but not satisfactory to the men.

Q. So the men went to work at the best terms they could get? A. That was what they done, by advice of the committee.

Q. And they were to work ten hours? A. Yes, sir; where there was work to be done, but where they helped masons they would only have to work nine hours.

Q. That was spoken of by some of the contractors? A. Yes, sir.

Q. But that was not agreed upon by the contractors, was it? A. Some of them talked and they would not give the men a chance to talk.

Q. There was not any conclusion arrived at at all, was there?
A. No, sir.

Q. And the men went to work at the contractors' terms? A. Yes, sir.

Q. There are at all work, men who cannot earn as much as others?
A. I acknowledge that.

Q. And those men have to earn a living? A. Yes, sir.

Q. And it is the custom of the union to let those men work for what they can get? A. The union works for the best interests of the men, to get as much pay as they can.

Q. If a man is unable to earn more than a dollar a day you would not throw him out of work, would you? A. No; we would not throw him out of work.

Q. There are various causes why men cannot do a day's work; some are crippled, some are old and some are feeble-minded? A. The bosses look out for that; they don't hire those men.

Q. And your association does not require them to hire them? A. No, sir.

By Mr. FEELY:

Q. You evidently did not understand the counsel; when the contractors stated that they would pay \$1.75 for ten hours' work, what was the answer of your committee to that? A. Our answer was to that that we could not settle there, and that we would report to our association, and the contractors said there was no need to come any more; they would take that proposition and would not do anything else.

Q. Was the proposition submitted to you assembly? A. It was.

Q. Was it voted on? A. Yes, sir.

Q. What was the result of the vote? A. It was voted to accept it.

Q. What was done after that? A. A notice was sent to the con-

tractors that we accepted it; I took the notice up to Mr. Grant's office myself.

[A paper was here shown to the witness.]

Q. Is that the notice? A. It was in an envelope; I can't read English; I speak very well English, but I can't read English.

Q. "Your proposition that the laborers return to work for ten hours at \$1.75 per day was presented, duly considered and accepted, and the men instructed to report for work to their respective employers to-morrow, the twenty-seventh instant;" was that the substance of what your committee decided to report to the contractors? A. Yes, sir.

By Mr. VAN VOORHIS:

Q. Who is the secretary of your assembly? A. Our secretary at that time was Valentine Heinze.

Q. Who is the secretary now? A. I don't know.

Q. Where is the book of minutes, the records of the assembly? A. Does the court want them or do you want them yourself?

Q. Do you know where they are? A. I know where they are, yes, sir; it is in our organization where they belong.

[Mr. Van Voorhis stated that he thought that book should be produced, so as to know what the action of the assembly was.]

The WITNESS.—I don't think it is in that book.

[Mr. Van Voorhis asked that Valentine Heinze be subpoenaed to produce that book.]

Mr. FEELY.—I will state to your honors that that book contains matters which are entirely foreign to this matter; it contains matters of a private nature, and I think that the counsel has no right to require the production of that book any more than he could require me to produce my private papers.

[Mr. Van Voorhis stated that the representatives of the employees had sought to put in evidence their proceedings, and that that book should be produced, not for the purpose of showing anything foreign to this matter, but simply for the purpose of showing what the proceedings were in this matter. That the record of the proceedings is the best evidence. He stated, also, that anything in the book, foreign to this matter, should not be disclosed.]

Chairman PURCELL.—It seems to me that there can be no objection to producing that book before this Board. We are not going to disclose anything contained in the book.

Q. Were you present when the strike was ordered? A. There was no strike ordered; I was present; yes, sir.

Q. Was any suspension of work ordered? A. What is that?

Q. What was done; you tell us what was done in your own way?

A. Our president opened the meeting.

Q. What did he say? A. And after the minutes were read, some member of the organization arose and said they were not satisfied with the pay they were getting.

Q. What minutes were read? A. From the previous meeting.

Q. Do you keep a record of the minutes of each meeting? A. I have been here fourteen years, and I belonged to other organizations, and every organization I belong to the secretary keeps the minutes of each meeting, and when the meeting is opened, the secretary reads the minutes of the previous meeting before any other business is done; I suppose that is the same in the contractors' organization.

Q. You say some member rose and said they were not satisfied with the wages they were receiving; what was done after that? A. I was a member of a committee of the organization to settle the difficulty, and after it was settled the members were not satisfied.

Q. I want to get at what took place at the meeting on Friday last.

A. There was thirty of us voted against this; there was no strike ordered.

Q. How many members were present at that meeting? A. Eight hundred, I suppose; that was a meeting before a quarterly meeting and every member was requested to be there, and I suppose some of them who did not belong to the union came up there too.

Q. Were there eight hundred present? A. The hall was full; if you have ever been in Arion Hall you know how many it will hold.

By Mr. FEELY :

Q. It is as large as this room? A. It is a dancing hall.

Q. Is it as large as this room? A. I could not state.

Q. What is your opinion about that? A. I don't think it is quite as large, not quite.

By Mr. VAN VOORHIS :

Q. State what was done after that at that meeting. A. The meetings, members came up — I will tell you the meeting before that and then we can come to it, to the meeting that night.

Q. Tell it in your own way. A. The meetings before that the members have been dissatisfied; I been there every meeting and had to be there; I been there nearly every time; I missed three nights, I think; the members were not satisfied, and this meeting was called for every member to be there; I don't know what arose or what was the difficulty, but the difficulty was the men were not getting enough pay, and somebody arose in the organization (I don't know

who), and they would take a vote on going out on strike, and the vote was taken; the president could not help it, but whatever way the majority is I suppose the president of an organization has to go with them, and the vote was taken.

Q. Did he count the votes? A. Yes, sir.

Q. How many were there for it? A. I think there was over three hundred.

Q. How many were against it? A. I think there was not over fifty.

Q. Was there any demand whatever for more than \$1.75 a day? A. No; there was no demand for any more than that, but some of the men did not get \$1.75 a day.

Q. Some of the men did not get \$1.75? A. They did not, and that raised disturbance in there.

Q. Did you know how many of them did not? A. I can't tell you that.

Q. Were there any of those members who worked for the city? A. No; not for the city corporation.

Q. The city does not pay any more than \$1.50 a day, does it? A. No; the city corporation does not and they don't work only nine hours.

Q. How many of the members of that organization, who were present, got only \$1.50 a day? A. I could not tell you that.

Q. How much did you get? A. I got \$1.57½ for nine hours.

Q. Do you know anybody who did not get as much as you did? A. Not for the contractor I worked for; they all got their pay.

Q. Who did you work for? A. Mr. Grant; he paid those who worked nine hours \$1.57½, and the others who worked ten hours he paid \$1.75.

Q. Did not Mr. Edgerton pay his men \$1.75 for ten hours? A. I don't know; I only worked for that gentleman once.

Q. Don't you think the majority of those men who were there got \$1.75 a day? A. I think the most of them did not.

Q. And there were 800 there, but you think only 300 voted for the strike? A. I think there were more than 300; I said at that time there was more than 300.

Q. You say you did not vote for the strike? A. I did not vote for it.

HENRY TOSCH, a witness called on behalf of the employes, being duly sworn, testified as follows (Mr. N. Schoenberg acted as interpreter):

Q. Where do you live? A. In Sixth avenue.

Q. How long have you lived in Rochester? A. Three years.

Q. What is your business? A. Laborer.

Q. Who do you work for? A. Mr. Gorsline.

Q. Do you know Mr. Gorsline's foreman? A. Yes, sir.

Q. What is his name? A. Pete.

Q. Don't you know his other name? A. No.

Q. Had you any conversation with him recently in reference to doing work? A. I did Wednesday afternoon.

Q. State what was said? A. He said if we did not leave the union we don't get any work in Rochester.

Q. What did he say in reference to having instructions from Mr. Gorsline on that subject? A. He didn't say so.

By Commissioner DONOVAN:

Q. Did the foreman say how he intended you should leave the union, by signing a paper, or how? A. He said we should swear off the union.

Q. Did the foreman say that he had such instructions from Mr. Gorsline? A. He did not.

By Mr. FEELY:

Q. Did the foreman ask you to sign a paper? A. He did not.

By Mr. VAN VOORHIS:

Q. Did you apply to the foreman for work? A. I did.

Q. Did he simply say that he would not employ any union men? A. He said so.

Q. Is that all there was of it? A. Yes.

Q. When was this? A. Wednesday afternoon.

CHARLES GREIPP, a witness called on behalf of the employees, being duly sworn, testified as follows (N. Schoeneberg acted as interpreter):

Q. Where do you live? A. Thomas street.

Q. Who do you work for? A. I worked for Mr. Nagle.

Q. Have you worked for Mr. Gorsline? A. Yes, sir.

Q. When did you commence to work for Mr. Gorsline? A. About three weeks ago.

Q. How much did he pay you? A. One dollar and fifty cents for ten hours.

Q. Did you ask any more? A. I did ask him for more.

Q. Did you get it? A. No.

Q. Did you speak to Mr. Gorsline? A. No; I did not see Mr. Gorsline himself.

Q. Do you know of any other men who asked for an increase of

wages? A. Yes, sir; other men got fourteen shillings a day; one man asked more wages, but I don't know whether he got it or not.

Q. Did you make any complaint to the assembly that you did not get the wages which the contractors agreed to pay? A. I did.

Q. Did you know of anybody else who made complaint to the assembly? A. I do not.

Q. How long have you lived in Rochester? A. Seven years.

By Mr. VAN VOORHIS:

Q. What kind of work do you do? A. Anything that comes to me.

Q. When you worked for Gorsline, what work did you do? A. I dug a cellar for Mr. Gorsline on East avenue, corner of Goodman street and East avenue.

Q. Did you carry a hod for Mr. Gorsline? A. No; I did not.

Q. Did you carry any brick? A. Yes, sir; I did.

Q. Did you carry any brick only old brick? A. No.

Q. Did you wheel rubbish away? A. I did.

Q. Did you see me there when you were at work? A. I did.

By Chairman PURCELL:

Q. What was he working at? A. He is the boss, he is.

By Commissioner ROBERTSON:

Q. Did you ever get more than \$1.50? A. No; I never got any more.

Q. What day did you quit work for Mr. Gorsline? A. About three weeks ago I left Gorsline.

Q. For whom did you go to work then? A. Mr. Nagle.

Q. How much did he pay you? A. Fourteen shillings for nine hours.

Q. I understood you to say a little while ago you never got more than \$1.50? A. I did get \$1.75 from Nagle, and before.

By Mr. FEELY:

Q. How old are you? A. Forty-nine years.

Q. Have you a family? A. Yes, sir.

Q. Are you a property owner? A. No, sir; I rent.

WILLIAM H. JONES, a witness called on behalf of the employers, being duly sworn, testified as follows:

Q. You are a contractor and your firm name is McConnell & Jones? A. Yes, sir.

Q. Have you been a contractor for a good many years in Rochester? A. Yes, sir.

Q. Were you present at a meeting between the committee of con-

tractors and the committee of laboring men on the twenty-sixth of last April? A. Yes, sir.

Q. You may state briefly precisely what was done at that meeting?

A. A committee of contractors met a committee of the Knights of Labor, as they called themselves, on our premises, and they wanted to discuss the matter of difference, the matter of hours, and we told them we had nothing to discuss; our minds were fully made up that we should demand ten hours a day; they wanted to discuss the wages, and we refused to discuss the wages with them at all as a body; to allow the wages to settle themselves; and in the conversation the question came up of paying \$1.75 for ten hours; one of our committee told them that we had agreed to pay good men that amount, but they did not propose to pay all laborers fourteen shillings; that they proposed it should be from twelve to fourteen; as I understood it, we would not discuss the question of wages.

Q. But the contractors had proposed to give the good men fourteen shillings for ten hours? A. As I understood it, we were to pay good laborers fourteen shillings for ten hours' work a day, but we did not propose to pay diggers and such laborers fourteen shillings; fourteen shillings should be the highest.

Q. What was the arrangement? A. There wasn't any arrangement; we understood that they had not the power to make any; we left them with the understanding that a day's work should be ten hours.

Q. Do you know of any communication received from the committee of laborers? A. I never heard of one until here the other day.

Q. No action was taken on any such communication by the Contractors' Association. A. Not that I know of.

Q. How many laborers do you hire? A. From forty to seventy-five.

Q. How much did you pay them? A. Twelve, thirteen and fourteen shillings, and two dollars a day, and three dollars a day.

Q. Laboring men? A. I would not say laboring men; he claims to be a laboring man; a paver, for instance, he earns two dollars, twenty and twenty-two shillings a day; they are not laborers, but they belong to this union, and they are out on strike.

Q. What do you call an unskilled laborer? A. A digger; this winter I tried to learn some of them other work; I paid some of them thirteen shillings, and if he got to be a skilled man I paid him fourteen shillings.

Q. Taking fourteen shillings as the unit of value, for a day, was it the same you paid others, as much as to make their pay equal for the work they did? A. I think that some of the men who got twelve shillings did not earn it as well as the others did the fourteen; some

of them are too old to work well; I have a man who has worked for me for thirty years.

Q. Simply out on strike? A. No, sir; he says he belongs to Jones' union, McConnell & Jones'; that is good enough for him; they have tried to intimidate these men and make them leave the work.

[Mr. Feely objected to this last statement of the witness.]

Q. Has there been any complaint to you from any of your laborers since the twenty-sixth of April down to the Monday morning when the strike happened? A. Not a word.

Q. Have any of them demanded more wages than you were paying? A. No, sir.

Q. Or given you any warning or intimation whatever that there was any dissatisfaction or trouble? A. No, sir.

Q. You may state to the Board of Arbitration what occurred on Monday morning at the place where your work is. A. I was called to the work early Monday morning.

Q. That is the Goodman street sewer? A. Yes sir.

Q. That is about one and a half or two miles from the court-house? A. Yes, sir.

Q. How many men left the work? A. There were about eighty-seven left; there were twenty-two left there; my son said that he was afraid they would interfere with the men who were working; I said I did not think the men would come there; I did not think anybody would dare to do it in this city.

Q. Did you come down town after your talk with your son? A. I did sir; and I went back — well, I got back before ten o'clock; there was a rabble around there, and there was not a man at work; I found some of the men wounded; there was considerable loud talk there.

Q. Who did you find wounded? A. My son and the engineer were badly wounded, and the others were not so badly wounded.

Q. How many wounds did your son have? A. One on the leg, one on the elbow, so this arm is stiff now; he carries a crutch; he gets along with a cane to-day, tried to; and one on the head, right on the temple; the engineer had a cut on the head here about two inches, and the doctor thinks that the bone is injured; he has been delirious part of the time for the last two nights.

Q. Did you have any talk with those strikers? A. I did; I told them if they did not get away from there I would call the police; they said to bring on the police; they would kill them.

Q. State if the police did come? A. I applied to the police authorities and the police authorities told me to go on with my work and they would protect me; we went to work with what we had; there were

only fifteen that dared to work; the others were not there; we went on with the work; that afternoon the engineer got so bad that he could not go on with the work, and we had to take him home and call the doctor again; he has not been out since.

Q. Did the mayor of the city call upon you at any time? A. Yes, sir; Monday night.

Q. Please tell us what he said to you? A. He wanted to see my son, and wanted to see how badly he was injured; I had my son come into the room and, I think, called the other son; and after they went out I had some talk with him, and he suggested to me if it would not be better for me not to try to work on Goodman street the next day, and he said, while it could be possible to protect me on work in the middle of the city, where the work was so far out it would be difficult to give us protection; I told him I belonged to an organization, and I would go on with the work.

Q. He suggested that you should not go on with the work Tuesday, the next day; he seemed to think it would be better that you should not go on with the work Tuesday? A. Yes, sir; it seemed to his opinion.

Q. How many men did you have Wednesday? A. Sixty.

Q. How many men did you have Thursday? A. About eighty, and over 100 to-day, I think.

By Mr. FEELY:

Q. When you got to the work, about 10 o'clock on Monday morning, was there anything done to drive your men away? A. No; they had them all driven away.

Q. How do you know? A. They asked them to join their ranks; they forced some of my men to go away with them.

Q. Have you any personal knowledge of one of your men being driven away from the work by any striker? A. I saw them driving them away myself.

Q. When was that? A. After I got there.

Q. Then your men had not all gone away when you got there? A. There were some of them there but they were not on the work.

Q. Was there a single man in your employ injured except your son and the engineer? A. Yes, sir.

Q. Name one of them. A. There was a number of them hit by stones; I can't tell all these men's names; there is one man I remember of; his name is Hennecke.

Q. Do you swear he was injured? A. He said so.

Q. You don't know then? A. How do I know my son was injured? I didn't see any of them injured.

Q. Do you know that your son and the engineer turned the hose and put the hot steam on the strikers? A. They told me so.

Q. There was not a word said until they turned the hot steam on them? A. Yes, sir; there was a word said.

Q. Your son was on the bridge? A. He belonged on the bridge.

Q. There was not a blow struck before that? A. I understand there was not a blow struck; I only know it from the testimony I heard.

Q. Didn't you know that there was a strike and that the men were going to quit work that morning before you went there? A. No, sir; I never heard a lisp of it.

Q. Your son knew it? A. No, sir.

Q. Didn't he so testify? A. No, sir; he did not testify any such stuff.

Q. Didn't your son testify that he knew, when he got on the works, that he was told there was a strike? A. Yes, sir; when he got on the works; no, he did not say there was a strike, but they told him the union men had quit work, and they promised to come back and drive the other men off.

Q. Then all the injury done was after the steam was turned on the men? A. Yes, sir; so they swore.

Q. You gave the proceedings at the meeting between your committee and the committee of the men on the twenty-sixth of April last? A. Yes, sir.

Q. Did you keep a record of this meeting? A. No, sir; I didn't have to keep a record to remember such a simple thing as that.

Q. How long had the men been out? A. My men were not out at all, they had not been striking since December.

Q. Were you the principal man at that meeting; were you the chairman of that meeting? A. I don't remember who was chairman; I think Mr. Edgerton was the spokesman.

Q. Was your committee unanimous on the paying of \$1.75 a day for ten hours? A. Yes, sir; for skilled men.

Q. You had paid the year before \$1.50 for nine hours? A. Yes, sir.

Q. You paid the \$1.75 because you were obliged to? A. Yes, sir.

Q. Do you know Alderman Stein? A. I do; he is a small contractor; he employs a few men; he may pay them \$1.75 for nine hours.

Q. Do you know Mr. McCormick? A. He is not a member of our association.

Q. Isn't he a large contractor? A. He is not a very large contractor.

Q. Doesn't he employ more men than you? A. No, sir; he does not.

Q. Do you know Mr. Sizer? A. I met Mr. Sizer once.

Q. Do you know See & Neal? A. I don't know them at all.

Q. Do you know a contractor named John Heveron and Andy Hyde?

A. Yes, sir.

Q. Don't you know that these men are paying \$1.75 for nine hours, common laborers? A. I don't know that they are; I don't believe they are.

Q. Has not a committee from your association gone to them and asked them not to pay it? A. Not that I know of.

Q. If they can pay men \$1.75 for nine hours' work, can't you do the same? A. I don't know as it is any of your business, but I cannot afford to do it.

Q. Did you read the resolution in the papers that they say was published? A. I have seen something of that kind in the papers.

Q. Did you give any instructions to your foreman not to hire union men? A. I told my son so — yes, sir; I don't want anyone around me who will murder us.

Q. Is not the object of your association to destroy the Laborers' Union? A. No, sir; not that I know of; I have resolved that I would not hire them.

Q. In accordance with a resolution of the Contractors' Union? A. No, sir; I made up my mind to that last Monday.

Q. This is the first time you came to the conclusion not to employ union men? A. I never had but one strike before in my life.

Q. This is the first time you came to the conclusion not to hire union men? A. This is the first time; when they try to murder us it is time, I think.

Q. What was the necessity of this Contractors' Association? A. They drove us into it last year; they notified us that they wanted \$1.75 for nine hours' work.

Q. Can't you arrange your contracts in accordance with their demand? A. Not this one contract; I had taken it before that time.

Q. We will leave that out. A. Well, it is very important to me — \$50,000.

Q. In reference to builders it is different; they can arrange their contracts? A. I don't know; I am not in that business.

Q. Do the builders usually make their contracts for building a year in advance? A. I don't think they do; I am telling you what I know; if you want my opinion I will give it to you.

Q. At this meeting on the twenty-sixth of April, you were treating with this committee as representing the Laborers' Assembly? A. So I understood; we supposed they had authority to do something.

Q. And they took your proposition away with them? A. I don't know what they took away.

Q. You said you would pay \$1.75 a day of ten hours? A. We said we would pay that for skilled men.

Q. Didn't you know, within a day, that some proposition which your association had made was accepted by the Laborers' Assembly? A. It was not within a day.

Q. Wasn't your attention called to this letter? A. I never saw it, and never heard of it until last week.

Q. It was read at one of the meetings of your association? A. Not to my knowledge; it was handed to me personally to read.

Q. Where and when was it? A. It was in my office, and yesterday or the day before; I never heard of that paper or saw it until within this week.

Q. Who is your secretary? A. Hotchkin, I believe it is.

Q. Who was in April last? A. Hotchkin, I believe.

Q. Do you wish to be understood that your secretary would keep a paper of that kind? A. I don't know what he would do; I am just telling you the facts; I say I never heard of it or saw it until yesterday or the day before.

Q. After your men went to work in the spring, did you pay any of your laborers \$1.75? A. I think I did.

Q. Did you pay men who were digging in the street \$1.75? A. I don't call that digging in the street; I did not pay any shovellers \$1.75.

Q. Did you pay any diggers \$1.75 a day? A. I did not pay any pick men or shovelers \$1.75; I paid them \$1.50 a day.

Q. When you got to the rock? A. I was in the rock at the time you speak of, and I was paying some of the men \$1.62½ and some \$1.75, according to their ability; and continue to do so.

Q. Did any of these men make a complaint? A. No, sir; not one.

Q. Did you hear that a communication was sent in from the Laborers' Union to your association, complaining that you were not paying what you agreed? A. No, sir; I never saw it, and never heard of it; I was not present at the meeting, probably.

Q. How often does your association meet? A. We meet sometimes once a week, and sometimes not so often; whenever a meeting is called.

Q. If complaint had been made to you immediately after the twenty-sixth of April, would you have paid the men \$1.75? A. I don't know what I would have done the twenty-sixth of April; my mind might have been so biased since I can't tell what I would have done then.

Q. Did you pay any of the men \$1.75 who were receiving \$1.50 last year? A. Yes, sir.

Q. Why did you do that? A. Because I felt that I wanted to.

Q. Didn't you know that that was the scale agreed upon for laborers? A. No, sir.

Q. Did these men do any more work than they did last year? A. They worked ten hours.

Q. Is that the reason you paid them the difference? A. Yes, sir; I told them so; I tried to get them to work ten hours last year.

Q. That is at the rate of \$2.50 a day for that hour? A. No matter, I can get more than that out of that hour; they are all together and all organized for work.

By Commissioner DONOVAN:

Q. It has been sworn by one of the witnesses, that at that meeting you made a proposition? A. I emphatically say that I made no proposition; I was one of the men on the committee who was particularly opposed to making any proposition.

Q. In regard to this paper? A. I can't say whether it was Tuesday or Wednesday of this week that I saw it; I never saw or heard of it until then; I think Mr. Ellsworth showed it to me.

Q. Mr. Adams swore that about the twentieth of June, he sent a communication to the Contractors' Association; have you ever seen that letter? A. I never saw it and never heard of it.

Q. Who did you say was the secretary? A. I think his name is Hotchkin.

Q. This letter is signed by Mr. Summerhays? A. There are two secretaries, a recording secretary and a corresponding secretary.

Q. As far as you know, this letter was never received by your association? A. I never saw it before and never heard of it.

Q. Do you know of any proposition, verbal, written or of any kind, to pay \$1.75 for ten hours' work? A. No; nothing only I was present at that meeting; I was told that the men came on to work; they did not come to me.

Q. Who is the chairman, and who is the secretary of the executive committee; this is addressed to the executive committee? A. I don't know as we have a chairman and secretary of the committee; we have a president, a corresponding secretary and recording secretary.

Q. Mr. Jones, do you compel or in any way exact from any of your employes that they shall not join a labor organization, or if they are members of a labor organization, shall leave it? A. I only told my son not to hire any members of a labor organization.

Q. Do you compel them to sign any agreement that they will not or that they do not? A. No, sir.

By Mr. FEELY:

Q. Are not those men who attended that meeting an executive committee of your organization? A. No, sir; I understood that we were a committee to settle that strike, and we were given power to act; we had the power, and we found that they had not the power and we did not care to talk much.

By Chairman PURCELL:

Q. Is your work going on now? A. We have 100 men to work to-day under police protection.

Q. How many men did you have before the strike? A. One hundred and fifteen.

Q. You have a new set of men? A. Yes, sir; I am hiring men to fill their places.

Q. The men who remained were not union men? A. I suppose they were not union men.

Q. They are there yet? A. No, sir; some of them are afraid to return to work yet.

Q. Do you know of anything of this kind happening, of men going to houses in the vicinity of your work to search for men whom they claimed were hid? A. No, sir; it may have been so, but I have never heard it.

OLIVER E. YOULE, a witness called on behalf of the employers, being duly sworn, testified as follows:

Q. Are you a member of the police force of the city of Rochester? A. Yes, sir.

Q. Were you called to Gorham street on Monday last, on any occasion? A. I was.

Q. You may state what you found there? A. When we arrived there in the wagon there was a very large crowd of people very much excited; the lieutenant in charge ordered them to disperse.

Q. How many were there of the policemen? A. If I remember right, there was either eleven or twelve; I can't remember exactly the number.

Q. Was there, at that time, work going on in the improvement of the street? A. There was.

Q. Who were the contractors? A. The man that I saw there in charge was ex-Alderman Chambers; he told us to clear the walk, and we put them back and cleared the walk to where they were putting down the macadam, and there was probably 200 people or 225, and we drove them back, and as we drove them back, one man said something in the German language; I did not understand it.

Q. Apparently gave an order? A. It seemed so, and it seemed to be a signal, and they all threw stones, and the lieutenant in charge gave the command: "Officers, protect yourselves;" with that we drew our revolvers and commenced firing; they continued throwing stones until they got down to Martin street; we followed them.

Q. Who were injured? A. Officer Sullivan, Officer Burns and Officer Moran.

Q. Badly hurt? A. They were; I myself had a revolver struck out of my hand, and struck also in the leg.

Q. With stones? A. With stones.

Q. How was Burns hurt? A. He was cut in the top of the head.

Q. And he has been disabled ever since? A. Yes, sir; Officer Moran was laid up; he has not reported for to-day yet; he has five or six very bad wounds in his head.

Q. From the appearance of the crowd, what sort of people were they? A. I should take them to be mostly Germans; the Italians, I think, were very few.

Q. The Italians, do they predominate, or are they Germans? A. I don't know enough about the people to tell them in the crowd.

Q. Were any of the crowd wounded? A. Yes, sir; we have four of them who were wounded.

Q. State whether one has died of his wounds? A. Not to my knowledge.

Q. Did the police succeed in driving the crowd away at last? A. They did.

Q. State whether the work, however, was stopped. A. The work was stopped until we got back, and Mr. Chambers said he would like to go on with his work, and the lieutenant in command said, "Go on and we will protect you," and he said "My men are afraid;" he went to work with a few men and continued at work for perhaps half an hour.

Q. What was done then? A. They quit, put up their tools and went home; we got in the wagon and went back.

Cross-examination by Mr. FEELY:

Q. Were there any police officers in Gorham street before you went up? A. I was told that there were three; I saw one when I got there.

Q. Do you know how long they were there? A. I do not.

Q. But when you got there there was a large crowd? A. There was a large crowd when we got there.

Q. Were any of those men hurt, any of those policemen, before you got there? A. No, sir; not to my knowledge.

Q. Could you tell how long they were in the street? A. No, sir; I was at the government building and I came to the office, and as soon as I got there I was ordered to go with the patrol wagon.

Q. Did you see any laborers being interfered with when you got there? A. I did not.

Q. Were the laborers at work? A. They were not.

Q. How far from St. Paul street was the crowd? A. I should think it is about 100 feet.

Q. Where did your men form? A. We formed on St. Paul street.

Q. Did your line extend from one side of Gorham street to the other? A. It did with the men a few feet apart.

Q. The crowd was all east from you? A. Yes, sir; there was a few gentlemen and ladies who came this way; we let them by; they said they were going through.

Q. They were in St. Paul street? A. No; I am talking of Gorham street; there was a few people coming through, a number of ladies, and they said they were through — going on to St. Paul street, and he said to let them pass.

Q. What kind of an improvement is being made there? A. It is an asphalt.

Q. And the center of the street is dug out much lower than the sidewalk? A. It is a few inches lower.

Q. Then at the time you formed your line the whole crowd was east of you? A. The whole street was the same as the sidewalk; it was the same all across the street.

Q. The crowd was in the middle of the street as well as on the sidewalk? A. Yes, sir.

Q. The street was blockaded by barrels and tools the men were working with? A. There might be a wheel-barrow in the street.

Q. Was not the whole sidewalk barricaded with the barrels and tools with which they were working? A. No, sir.

Q. When were you there? A. On Monday.

Q. Will you state that on Monday the sidewalk was not barricaded by the barrels and tools that the men were working with? A. Not on the sidewalk; there were no barrels there.

Q. Gorham street is a narrow street, is it not? A. I should say not.

Q. Is it not a fact that Gorham street is a narrow street, not over forty feet wide? A. Do you mean from fence to fence or from curb to curb?

Q. From curb to curb? A. I should say it is about forty feet.

Q. The sidewalks are also narrow? A. I should say it is about a five foot walk.

Q. And there are shade trees beside the sidewalks? A. There was trees on the side where I was.

Q. When you came there the only way for the crowd to go was to go east; they could not jump over the fence on the north side; on the south side there is a fence? A. There is a fence, if I remember rightly, and a yard a few feet back of the building.

Q. How far did the crowd continue east? A. I could not say how far, it was quite a piece up.

Q. What was the first word said by the lieutenant? A. He demanded that the people disperse and go home.

Q. Could the people understand, in the east end of the crowd, what he said? A. Yes, sir; a good many citizens started off about their business.

Q. A good many in your immediate neighborhood started off too, didn't they? A. Yes, sir; some of them.

Q. The people farthest east stood still? A. No, sir; some of them moved on and some stood still.

Q. Did not the people near you, when they were ordered by the lieutenant to move on, move eastward? A. Some of them did.

Q. They were prevented from going farther east by the crowd? A. I don't think they were.

Q. You don't know whether the people in the east end of the crowd heard what the lieutenant said? A. There was not any one there who could not have heard, because he repeated the command, and when they did not move he walked into the crowd and repeated it.

Q. The people did move after he gave the command, didn't they? A. They did move some distance; I should say, perhaps, 200 feet.

Q. Had there been a stone fired up to that time? A. No, sir.

Q. Had you hit any of the crowd up to that time? A. No sir.

Q. Had you struck them or knocked them down? A. No, sir; and I didn't see any officer who did.

Q. Is it not a fact that some of the crowd were knocked down and struck when they were down? A. No, sir.

Q. You did not see that—it may have happened, but you did not see it? A. I did not see it, and I was about as far forward as any of them; the only thing I saw, an officer took a club out of a man's hand and threw it back of him.

Q. Was any officer struck before you fired? A. Yes, sir; Officer Sullivan was struck.

Q. Was it a stone struck him? A. Yes, sir.

Q. Did you see the man who threw the stone—do you know the man who threw the stone? A. No, sir.

Q. Do you know whether any of the crowd that threw the stones were in the crowd that gathered at McConnell & Jones' work on Goodman street in the morning? A. I don't know.

Q. You don't know who they were? A. No, sir.

Q. Did you notice the men of that crowd who were shot, what part of their person was injured, where they were shot? A. From what persons I saw who were injured, I should judge they were shot in the head.

Q. In the back of the head? A. They were bleeding; the blood was running down the head.

Q. Is it not a fact that the men who were shot in the head were shot in the back of the head? A. I don't know.

Q. Is it not a fact that the man who was shot in the hip, or in the leg, was shot in the back of the leg? A. I don't know.

JAMES D. CASEY, a witness called on behalf of the employers, being duly sworn, testified as follows:

Q. Are you a contractor? A. Yes, sir.

Q. Are you engaged in work for the Rome and Watertown railroad, at St. Paul street crossing and crossing the river? A. Yes, sir.

Q. Will you state what demonstration was made on Monday, if any was made, on your work? A. On Monday, at 4.25 o'clock, there were about forty or fifty men came down to drive my men off the work, and three officers and myself were there, and we ordered them off the work, and drove them back to Hart street, and they left us.

Q. Your men remained? A. My men remained and were perfectly satisfied.

Q. Was any complaint made to you by any of your men? A. No, sir; not to me; not to my foreman, as far as I know.

Q. And your men continued to work there? A. Yes, sir; until Tuesday; the fifteen Italians left then, and they came back yesterday and wanted to go to work; and I told them I could get along without them, and did not hire them.

Cross-examination by Mr. FREELY:

Q. Did you know any of those men who came there? A. No, sir; they came out of Hart avenue, what I saw.

Q. Did they have any weapons? A. Not that I saw.

Q. Did they say anything to any of your men? A. No, sir; we stopped them before they got up to the men.

Q. Could you stop them, you and three officers stop fifty men?

A. We ordered them to go back, and one of the officers, I think, pushed one of the men; he was rather sullen; that occurred after the

trouble on Gorham street, and they went back in the direction of Gorham street.

Q. That is your contract also on Gorham street? A. I have a small interest in the work.

Q. Did those men say anything to any of your men? A. Yes, sir; there was a few of them got up as far as my men and tried to get my men to leave the work, and they did get one or two of my men to go off the work, and I ordered my men back, and they went back.

Q. Then they did get up to your men? A. There was one or two that slipped by when we were driving them back.

Q. You don't know what their object was in coming there; it might be to tell your men that there was a strike? A. I don't know what their object was.

Q. You don't know what they came there for? A. No, sir.

Q. Did they use any force? A. No, sir; not to hurt anybody.

Q. It is not far from the place where your work is to Gorham street? A. It might be a quarter of a mile.

Q. You only followed them to Hart avenue? A. Yes, sir.

Q. You don't know that they went to Gorham street? A. No, sir; I do not.

By Mr. VAN VOORHIS:

Q. You are a police commissioner of the city of Rochester? A. Yes, sir.

Q. Are you a member of the Street Contractors' Association? A. No, sir.

Mr. VAN VOORHIS.—I want to call the attention of the arbitrators to a single point; that is that the only discrepancy between these witnesses is as to whether or not the contractors made a proposition at this contractors' meeting which they did not subsequently live up to. Now in the letter which Mr. Heinze sent he says, "Your proposition that the laborers return to work for ten hours at \$1.75 per day was presented, duly considered and accepted, and the men instructed to report for work to their respective," and so on. Now the point I wish to make is that it seems to be conceded by the fair men on the other side of the case that that meant good workmen, and that if a man could not earn as large wages it was his privilege to work for such wages as he could earn. Taking that view of the case, that does not conflict with the statement of the contractors that they would pay \$1.75 for skilled workmen, for good workmen, and did so. They did not put it in the form of a proposition, but told them that that was their intention, and the point of conflict there was as to whether it should be nine hours or ten hours, and not in reference to compensation. In whatever report you shall make to the Legislature, I do not

wish this point to be overlooked, because the testimony on these points harmonizes with the position of the contractors.

Mr. FEELY.—I do not wish to take up the time of the Board in discussing this matter at all, except to call attention to the particular point that that letter was sent by the Laborers' Union to the secretary of the Contractors' Association. They did not answer it, they paid no attention to it, and the work ran along until the twentieth of June, when they notified them that the contractors were violating their agreement. Now I think that a letter of so much importance as the one of the twenty-sixth of April, if the association understood it any different from what it was, it was their duty then and there to so notify the Laborers' Assembly. I wish to say, on behalf of the Laborers' Union, that no gentleman who appears here, no good citizen, is in sympathy with the violence that was used, in any shape or form. I wish to impress upon the minds of the Commissioners that at the Goodman street difficulty there was not an unfriendly word spoken, there was not an act of violence at all, until the engineer on the work foolishly turned the hot water on the men who came up there on what they considered a perfectly lawful mission. This aroused their tempers and threw them into a state of excitement. I need not speak of the Gorham street trouble ; it is to be deplored on both sides.

Mr. VAN VOORHIS.—I believe Mr. Feely is correct about that. I have not seen a particle of evidence that any of the gentlemen here approve of that violence or favored that strike. Not a gentleman who was in the witness's chair testified that he favored that strike or voted for it. When I used the language that I did I simply denounced these acts of violence, and did not refer to anybody who was not connected with the causing of this strike.

Mr. FEELY.—I wish to say now that to my mind the causes of the strike were that these contractors did not live up to their agreement, and did not pay the wages which they agreed to pay. The proof on that point is somewhat limited, owing to the ruling of the Commissioners. We were not able to prove that men received \$1.75 and were afterwards cut down ; we were not able to call many men who were treated in that way, but you know that no organization of 800 men would order a strike because of an injury to one man. After the strike was ordered by that organization, the violence that followed was not the result of that strike. I say, on behalf of the Central Labor Union, and on behalf of the gentlemen who appear here, that they have no sympathy with violence in any case of this kind. I only say that there is considerable allowance to be made for the acts of those men, aroused as they were.

LOCOMOTIVE ENGINEERS AND FIREMEN.

BROOKLYN.

On the 5th day of July, 1887, a committee from Division No. 299 of the Brotherhood of Locomotive Engineers waited on Colonel Frederick Martin, general manager of the road, with certain requests, a copy of which is hereunto annexed.

The subject of the requests was discussed at some length with Colonel Martin, who finally declined to grant the requests presented, or any of them.

On the 11th day of July, 1887, the same committee and a committee from the Brotherhood of Locomotive Firemen, accompanied by Frank P. Sargent, Grand Master of the Brotherhood of Locomotive Firemen and Mr. Ingraham, acting for Mr. Arthur, Chief of the Brotherhood of Locomotive Engineers, waited upon Colonel Martin and renewed the requests and urged their acceptance in whole or in part. After a lengthy and somewhat excited discussion of the matters in controversy, Colonel Martin still declined to grant the requests, or any of them. On the same day at 3 o'clock, Mr. James Wright, chairman of the committee of the Brotherhood of Locomotive Engineers, who, with the others named, had waited upon Colonel Martin, sent a telegraph dispatch to him of which the following is a copy:

"Unless all conditions are complied with contained on list of grievances, and all men reinstated who have been discharged this day, the engineers will quit work at 4 o'clock this p. m.

(Signed)

"WRIGHT."

Colonel Martin still refused to comply and the employees all quit work at 4 o'clock. Up to this time the employees had made no application to the board of directors of the road, and neither party to the controversy had invoked the aid of this Board.

On the 13th day of July, 1887, Mr. Donovan, a member of this Board in company with Hon. D. D. Whitney, mayor of Brooklyn, waited on the parties to the controversy, with a view of affecting some amicable settlement of the matters in dispute, and through their efforts a conference was held at the office of the railroad company in Brooklyn on the 14th day of July, 1887, but no settlement was arrived at.

At this conference, which was attended by representatives of both parties and by Commissioners Robertson and Donovan and the mayor of Brooklyn, Mr. Lauterbach, on behalf of the railroad company, declined to submit the matters in controversy to arbitration, on the ground that their late employees having struck work and left their

employment, there were no parties with whom the railroad company could arbitrate.

The employees refused to arbitrate, unless all who had left work were reinstated in a body and given their former positions. This Mr. Lauterbach, on behalf of the railroad company, refused to do, claiming it would be gross injustice to discharge the new men in their employ, although he was willing to fill such places as were vacant with the old employees.

On the same day, this Board, Commissioners Purcell, Robertson and Donovan being present, decided that it was a proper case for investigation.

On the 15th day of July, 1887, the Board met in the supervisors' room, at the court-house, in the city of Brooklyn, and proceeded with such investigation.

The Board were attended by both parties to the controversy, Mr. Gayner appearing for the late employees, and Mr. Cohen for the company. The examination of witnesses, under oath, was commenced on said fifteenth of July, and was, after taking testimony, adjourned to July sixteenth.

The testimony disclosed the fact that up to the said fifth day of July no formal complaint to the railroad company had been made by the employees, although most of them had been in the service of the company from the commencement of its operations; and that the relations between the late employees and Colonel Martin, the general manager, had been of the most pleasant character. Every one of the late employees sworn and interrogated on that point, stated that Colonel Martin had treated them kindly, and as one man should treat another.

The testimony further shows that the presentation of these demands or requests by the committees as before stated, greatly irritated and annoyed Colonel Martin, and that his language at times during the interview was ungentlemanly and not calculated to produce favorable results, but on the contrary was such as to irritate the members of the committee and prevent a settlement. In this interview Colonel Martin claimed to have authority to act for the railroad company, and that the company would ratify his action.

Before the close of the interview, Colonel Martin discharged Mr. Wright and Mr. Repsher and suspended Mr. Smith, members of the committee, on the ground of disobedience of orders, as he claimed, and as may be fairly inferred from the evidence.

The committee acting for the employees, made no effort after this interview, to lay their claims before the board of directors of the rail-

road company, or before the Board of Mediation and Arbitration, but proceeded to extreme violent measures, which resulted in the sending of the telegram by Mr. Wright, hereinbefore referred to, to wit: That the employes would quit work within an hour, in a body, unless all their demands or requests were complied with and all discharged men restored to their old positions. This action was, in the opinion of this Board, exceedingly unjustifiable, especially in view of the fact that the committees had voluntarily waived some of their requests—in fact as stated by Mr. Sergeant, would have waived nearly all except the one that the railroad company enter into some agreement in writing with their employes, under which they would work in the future.

This threat to strike and tie up the road on one hour's notice was inconsiderate and unwise on the part of the employes—was unfair to the railroad company, and was unjust and unjustifiable towards the traveling public and manifested an absolute indifference to the rights and safety of the patrons of the road.

Neither party to this controversy is free from blame. In the heat of controversy, both failed to realize and appreciate the responsibility of their respective positions, failed to realize their responsibility to the traveling public and allowed passion to usurp the place of judgment.

The fair conclusion from the testimony is that the employes believed the company could not operate that road without their assistance and that they could force its general manager to comply with all their requests, some of which, by consenting to waive, they admitted were unjust. In this they acted rashly and were mistaken; and the further inference is that Colonel Martin, the general manager, believed the relations between himself and his employes had been and were so pleasant and agreeable up to the time of this difficulty that they would stand by him and would not strike. In this he was mistaken. The very fidelity upon which he placed this reliance should have led him to treat their requests more deliberately and considerately.

Cooler heads—a kindlier regard for each other's rights and feelings, for the safety and rights of the public and the exercise of cooler judgment—would have avoided the strike with its great loss to the men striking—loss to the railroad company and great danger and inconvenience to the multitudes of people traveling on the road.

The road, after some delays, much risk and inconvenience, was placed in running order, by the employment of new men to take the place of the strikers—in a short time was in full operation and has so continued to the present time.

The following are the proceedings before the Board:

Commissioners Donovan and Robertson and Hon. D. D. Whitney, mayor of the city of Brooklyn, met the directors of the Brooklyn Elevated Railroad Company, at the company's office, July 14, 1887, at 11 o'clock A. M., and had the following interview with them:

Mr. LAUTERBACH.—I want to correct any impression that you may have received that, Mr. Donovan being in town, there was any unwillingness on the part of the Brooklyn Elevated railroad people to treat with the State Board of Arbitration. Whether there was anything to arbitrate or not, as they occupy a position of so much importance to the public, I would be very glad to meet them and exchange views. I am very glad that an arrangement was made to meet this morning. Of course, this meeting will be informal. The Commissioners understand that this is not a formal mode of arbitration, under the statute. The statute requires that each side shall choose arbitrators, who shall compose a local board of arbitration, and an appeal may be taken from the decision of a local board to the State Board of Arbitration.

Commissioner ROBERTSON.—Either that, or it may be submitted to the State Board in the first instance.

Mr. LAUTERBACH.—Either of which courses would have been very satisfactory to us, and would have saved much inconvenience to the public, and would have been very desirable. The difficulty about this is that arbitration can only take place where the relation of employer and employe exists. If a single employe says to us, "Gentlemen, I am going to leave your employ," and he leaves us, there would be no need of arbitration; if ten men left us it would be the same thing. When a whole body say to us, "It is now 3 o'clock, and unless you meet our demands by 4 o'clock we will leave your employment," there is no opportunity for arbitration. We are required to go to work and fill their places as soon as possible. We have to endeavor to keep our road in operation or else jeopardize our charter. I have been through that experience once, and I know what I am talking about. They left us, not after having exhausted the legal means of settlement or resorting to arbitration, as Mr. Arthur says should be done, but notifying us at 3 o'clock that they would leave us at 4 o'clock if their demands were not satisfied. Those men sundered the relation of employer and employe. We are not their masters; they are not our servants. We could not compel them to stay, and would not if we could. All these men have grown up here, and are well qualified for their positions, and we would have preferred them to any one else. I want to say, *en passant*, that the position of engineer on the Brooklyn Elevated road, at \$3.50 a day, for nine hours, is a position more desirable

than on other roads, and we constantly have from twenty to thirty applications. We promote our firemen. We have been asked to take other engineers from the locomotive engineers, and not promote our firemen, but our desire is to promote them. We would have been glad to resort to arbitration if we could. The relation of employer and employe has been sundered. We are running our trains, but perhaps not as many as we would like to. We hope by to-morrow to have all the men that we need. I, for one, would never consent to discharge the men who have come to us in an exigency to make places for the men who deserted us. Our first duty now is to stand by the men who have been loyal to us. That renders it impossible, as a result of any talk that we have, to have the men come back in a body. You would not ask us to employ more men than we want. These men having left our employ in a body, and other men having taken their places, we could not discharge those new men and take the others back in a body. When thirty-seven crews went out they made thirty-seven vacancies; most of those thirty-seven vacancies, I am informed, have been filled satisfactorily, and we are trying to perform our duty to the public in a satisfactory manner. Now, Mr. Mayor, and Mr. Donovan and Mr. Robertson, suppose you were to investigate this matter, and you say: "Mr. Lauterbach, we think you ought to give a little more to these men; they are your men. You ought not to have discharged Mr. Wright. You ought not to discharge men for cause, but should give every man a proper hearing." That would be just, and in regard to such matters I would like to have met them and conferred with them. The men having gone out in a body the first lesson that should be learned, I think, is this: heretofore men could leave in a body and put the public to inconvenience, and when the matter was settled could all walk back in a body, and the new men, who have run the jeopardy of violence very often, those men would have to be put out. I think they should learn that this cannot be done hereafter. Is it not too late to talk of arbitration? Have not they left us? We cannot force them back. Should we discharge our new men? I would not say that if one of our men, who has been faithful in the past, came back that we would not employ him, but we could not discharge our new men to make places for them. We had no opportunity to arbitrate or to go to you, Mr. Mayor, as was done in the Brooklyn City railroad strike, and the matter was adjusted in fifteen minutes; but when the first act, as in this case, was a strike, we could not take the men back in a body. We are willing to state the matter fully to you, if you desire it, for the purpose of justifying the company in what it has done. I do not see that it is a

dispute between employer and employe. Our men now in our employ have no grievance; they are entirely contented. The whole body of men have gone out and we have filled their positions as well as we could, and we hope by to-morrow to have their positions all filled. I want to say right here that this is the opinion of the board of directors. If you can suggest anything that would be just to the men now in our employ and just to the company I would be very glad to listen to it.

Commissioner DONOVAN.—The State Board of Mediation and Arbitration, at no time during this difficulty, have directly or indirectly offered their services to arbitrate this matter. The law under which we are acting is very imperative. The ninth section of the law states that whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the Board, it shall be our duty to go to the place where the difficulty exists and put ourselves in communication with the parties to the strike or lock-out, and endeavor to settle the matter by mediation. The State has been divided, and I have the honor of being the member of the Board having charge of this portion of the State. I was not absent from the city at the time the difficulty occurred, but I had no knowledge of it. When I reached Albany I heard of it. I arrived here yesterday morning, having first communicated with both sides, by telegram, asking if the trouble still existed, and stating that a member of the Board would be here yesterday morning to endeavor to effect a settlement. To these telegrams were received replies from the employers and representatives of the employes. On my arrival yesterday morning, I immediately placed myself in communication with the parties, requesting a conference at the Howard House, East New York, Brooklyn, not for the purpose of arbitration, but simply a conference of both sides. Knowing that the people of the city were being inconvenienced, and knowing that it was the duty of the mayor to do everything that he could in a matter of this kind that incommoded the public, I requested the mayor to act with me in endeavoring to effect a settlement, as I did in the matter of the Brooklyn City Railroad strike. When the meeting was held your company was not represented, Mr. Martin having notified a member of the Board that he would not attend that meeting. I made a statement there as to what the powers of the Board were. My idea was to bring about a conference. I heard what the men had to say; they stated that they had a number of grievances which they had sent to Colonel Martin, and of which he took no cognizance. Mr. Sargent and Mr. Ingraham waited on Mr. Martin and asked if anything could be done to effect a settlement,

but Colonel Martin refused to make any suggestion. It was stated that then or afterwards the committee who presented the grievances were discharged. I took from a newspaper a statement of grievances and asked if they were correct; I was told that these two grievances they struck out.

Mr. LAUTERBACH. — When were they stricken out — since the strike?

Commissioner DONOVAN. — They stated that these were stricken out at the time the grievances were presented to Mr. Martin.

Mr. MARTIN. — When Mr. Ingraham took the grievances and looked them over he took his pencil and said: "These two we cannot allow," and he struck them out. That was the day of the strike.

Commissioner DONOVAN. — They said that in discharging length of service in the employ of the company should be taken into consideration, and that in discharging any man the man the shortest time in the employ of the company should be discharged. Mr. Wright said that it was possible for the men to make mistakes, and that if the mayor could bring about a conference between the old employes and the officers of the company or Mr. Martin, the matter would be terminated within one hour. After hearing the statements of the men, the mayor and I came down here for the purpose of trying to bring about that conference, believing that Mr. Martin would not deny an audience to the men. We met Mr. Snedeker and Mr. Martin and two of the directors of the company who happened to be here, and we had a very pleasant talk with them. We do not come here to try to force you to arbitrate; we come here to try and settle the matter, and if possible, to bring about a conference, with a view to effecting a settlement. Mayor Whitney has kindly come here to assist the Board in the matter. Mr. Sargent, a member of the national executive board of the Brotherhood of Firemen, is in the city this morning, and he would be glad to come here, but as he is acting in this matter in conjunction with the locomotive engineers, he could not attend in the absence of Mr. Arthur.

Mr. LAUTERBACH. — I believe if a strike had not occurred and been carried out, and arbitration had been suggested, by yourself or by State officers, or anyone else in proper standing, I believe that it would have been accepted. As I said, where a strike occurs as the first step in the difficulty, it would appear to be impossible for a railroad company, who are obliged to continue operating their road, to submit the matter to arbitration. If you can suggest any means of properly adjusting the matter, if there has been any error, whatever the cause has been, it is our duty to listen to any suggestion that you may make. The radical trouble in this, as in all such cases has always

been, is how are we going to take back the men without shutting out the men who have taken their places?

Commissioner DONOVAN.—That is your statement; their statement is directly opposite. They stated that this difficulty had been going on for a year, and they stated that if a committee of the board of trustees had met the men, the matter could have been settled and this difficulty avoided. Cannot a conference be arranged between the employes and the representatives of the company?

Mr. LAUTERBACH.—Anything that would be just, in the present aspect of the case, we are willing to do. If they had followed the rules of their own brotherhood and endeavored to arbitrate before striking, then the matter could have been settled. If Mr. Martin was not mild in his talks with them, they could have written to the president of the road or to any of the directors.

Mr. SNEDEKER.—Mr. Donovan, I want to ask you one question: Suppose we have to-morrow all the men that we want, what will we do with them? They are just as good as the men for whom you are trying to arbitrate.

Commissioner DONOVAN.—We do not propose to arbitrate for anyone. We are simply acting for the State.

Mr. LAUTERBACH.—Mr. Donovan states that it is their duty, when a strike occurs, to investigate as to the causes of the strike. Now, the result of this talk with the mayor and Mr. Donovan may be that these men may have come to the conclusion that they have made a mistake, and that they want to come back to work; it may be that we are willing to take them back, if they are willing to come back, but we cannot do anything that would be unjust to the men who have taken their places. We are bound to stand by them. Whatever the Board of Arbitration or the mayor may suggest, I believe it is our duty, as a quasi-public corporation, to listen to them and to give them due consideration. I am not one who is opposed to brotherhoods and labor organizations. It is one of the necessities of the case. Corporations have to be represented by able counsel—sometimes more and sometimes less—and we accord them the same privilege. If the Board of Arbitration or the mayor thinks that it should be done, we are willing to have a conference.

Commissioner ROBERTSON.—I do not know that anything can be done now to cure this difficulty. The statements on the part of the company and those on the part of the employes are quite different. It is a matter for this company to decide whether they shall have a conference with these employes; it is their privilege to say whether they shall have it or shall not have it. Evidently some one has been

to blame; I do not know whether it is the company or the employees. If this conference cannot take place, then it is the duty of this Board to go on with an investigation and see who is to blame, and to place the blame where it belongs. If you want any conference with these other people, they are willing to have it; if you do not want it, all right; but in any event, it is our duty to investigate this matter and see who is to blame.

Commissioner DONOVAN.— You stated that you understood that the matter was in our hands — from the papers, I suppose?

Mr. LAUTERBACH. — Yes, sir.

Commissioner DONOVAN.— That is not so; of course it would be a waste of time for the mayor and the member of the Board to attempt to do anything when only one side was represented, I concluded to call the full Board here and see if a conference could not be arranged between the officers of the company and the employees, and we ask that you consent to such a conference.

Mr. LAUTERBACH. — I can only say, on the part of the company, that we are entirely willing to have that conference; the only reservation we will make is that if the men consider that as a result of this conference they can come back in a body, that cannot be.

Commissioner ROBERTSON. — That is a matter for you to decide when you have the conference; perhaps the men would be willing to come back, such as you have employment for; you may be able to suggest some other means of settling it.

Mr. LAUTERBACH. — These men have performed their duty in the past, and have performed it well, and I know of no position of more responsibility than that of an engineer on the Brooklyn Elevated railroad; since the strike they have behaved well, with one or two exceptions. Gentlemen, you have used your powers justly and with propriety and as they should be exercised; and as to the mayor, I can only say that we are very glad to meet him.

Commissioner ROBERTSON. — Understand, in agreeing to this conference, you do not commit yourself to anything.

Mr. LAUTERBACH. — No, sir; we do not want our present employees to get the impression that by any conference their position is in any way jeopardized. This conference is agreed to upon the understanding that the rights of our present employees must be paramount.

Commissioner ROBERTSON.— If they object to have a conference on those conditions, that ends the matter.

Mr. LAUTERBACH.— I am sorry to have to ask you to be our messenger, but you can state that as the *sine qua non*.

The MAYOR.—I think the mayor will be as much gratified as any one else if a settlement is arrived at.

It was then agreed that the conference should be held at the office of the company at 2 o'clock P. M. of the same day.

At which time the board of directors of the Brooklyn Elevated Railroad Company met a committee of the employees, who were accompanied by Mr. Platt, of the Brotherhood of Locomotive Engineers, and Mr. Frank P. Sargent, grand master of the Brotherhood of Locomotive Firemen.

The conference was attended by Commissioners Robertson and Donovan, and by Mayor Whitney.

Mr. LAUTERBACH.—This morning the board of directors of the Brooklyn Elevated railroad being convened, the members of the State Board of Arbitration, or two members of it, and the mayor of the city of Brooklyn called here, and it was represented that a conference between a committee of your associations and ourselves might be of service in remedying this unfortunate condition of affairs. I stated that the company was willing to confer with its employes, but the condition of affairs was this: If this conference had been arranged before this strike occurred, and the work of the company was in its normal condition, it would be easy to arrive at a solution of the problem without doing injustice to the new men. Of course you will agree with us that we should do nothing that would be an injustice to the men who came to our assistance in performing the duty to the public that we are required to perform. At 3 o'clock on the day the strike occurred the following communication came to us:

“FREDERICK MARTIN, *General Manager*:

Unless all conditions are complied with, contained in list of grievances, and all men reinstated who have been discharged this day, the engineers will quit work at 4 o'clock this P. M.

“WRIGHT.”

That communication came to us at 3 o'clock, and at 4 o'clock you left. Our situation, under the law, was that we were compelled to obtain other men at once to operate the railroad. The law compels us to operate it, otherwise we would lose our charter. Our first duty then was to you men; our present first duty is to the men who took your places. I stated that whatever the result of the conference might be, the men who were employed to fill the places that you vacated must retain their employment, and the utmost that could happen is to

employ such of you as we need to fill the vacancies, if they apply for employment and pass the inspection of our general manager.

MR. PLATT.—There seems to be a little misunderstanding in this matter. There might be some mistake on the part of the men; we are always willing to make a little concession if we are in the wrong.

MR. LAUTERBACH.—Yes, sir; the only difficulty there is, is that it must be understood that the men who are in our employ must remain in their places, and the utmost we can agree to do is to employ from your body men to fill the vacancies on the road instead of looking for men to fill them from other sources. We feel that we must be first loyal to the men who stood by us in our hour of need. If, as a result of this conference, you offer to go back in a body, as you came out in a body, that cannot be.

MR. PLATT.—Mr. Martin has a very good opinion, I think, of his men.

MR. LAUTERBACH.—Yes, sir; we would prefer them to the other men, but they left us and we were compelled to get other men, and the men who came to us in our hour of need must be retained.

MR. PLATT.—I think that Mr. Martin did not exactly understand this matter. I don't say that it was his fault; it may have been the fault of our committee.

MR. LAUTERBACH.—I think the difficulty is just this, if instead of telegraphing at 3 o'clock that you would strike at 4 if your demands were not acceded to, the Board of Arbitration had been called on to settle the matter (the existence of which you were fully aware of), or if the mayor of the city, whose fairness is generally conceded, were called upon, the matter might have been settled.

MR. PLATT.—Mr. Martin does not want incompetent men.

MR. LAUTERBACH.—We tried to get competent men; we tried to pick them.

MR. PLATT.—I thought if this matter were talked over we might agree upon some terms of settlement.

MR. LAUTERBACH.—If, as a result of all that, you ask that all of your men be allowed to go back in a body, that cannot be.

MR. PLATT.—You see it places us in a very peculiar position; it would be wrong for some of our men to go back unless all went back.

MR. LAUTERBACH.—I appreciate that, but it would be doubly wrong for us to discharge these new men.

MR. PLATT.—If any of our men have done anything wrong to Mr. Martin, we would require them to apologize. The brotherhood does not require you to discharge any men; you can hire any men that you want, but as these men all went out in a body it would be very cowardly to go back unless they went back in a body, and I do not think

there is a man of them who would go back on such terms. I think if we would take up the list of grievances we could agree upon them.

Mr. LAUTERBACH. — If that were done we could not take these men back in a body. If Chief Arthur's advice were followed, instead of striking upon one hour's notice, I have no doubt that this matter could have been settled.

Mr. SARGENT. — There is nobody who deplores this position as much as I do. Perhaps you do not understand my position; I will explain it. I am the chief officer of the Brotherhood of Locomotive Firemen; at the time this trouble occurred I was notified and I came here; Mr. Arthur was telegraphed for but unfortunately he could not come; Mr. Ingraham came in his stead; we have in our organization an agreement that when we have grievances where both parties are concerned we coöperate and present them together; I do not wish to assume the position of a dictator or anything of the kind; I wish to be very frank and manly in everything that I say to you; the history of our organization is before the public; you know very well we are not an organization of strikers; both engineers and firemen, when a difficulty of this kind arose, if it was possible by arbitration, by concessions, in any way to make a settlement, endeavored to do so. Mr. Ingraham and myself came here for that purpose, to endeavor to effect a satisfactory settlement with the company. We looked the grievances over and we found some grievances that we considered the men ought not to present, and we withdrew some of the grievances as originally presented to Mr. Martin. They had gone to Mr. Martin and Mr. Martin said that he could not accede to their request; they had met some of the directors of the road, and the directors had said that it was entirely in the hands of Mr. Martin, and Mr. Martin had failed to do anything. On Friday, when I came here, we sent a communication requesting an interview with Mr. Martin; Mr. Martin said that on account of press of business he could not meet us on Saturday, but would meet us on Monday. We came down with our committees on Monday, and I want to say that Mr. Martin treated us as gentlemen. Mr. Martin took up the list of grievances; he took up the question of the discharge of the men. Mr. Ingraham stated that it was not in our jurisdiction to dictate who should be hired or discharged, and that was stricken out. The question of the removal of Mr. Ball and Mr. Williams was also stricken out; that left the question of pay, the question of the hours of the men, and the question of the pay of men who report for duty sometimes. In the case of the promotion of a fireman, that is, in case of needing more men on the road, that you shall promote a fireman and then there shall be an engineer employed.

Suppose to-day you need an engineer and you had a good fireman, you would promote a fireman; the next time you wanted an engineer you would employ an engineer; that was to do justice to both organizations; that was to give employment to an engineer who was thrown out of employment and also to offer an inducement to firemen to be faithful. We had every reason to believe that the men were truthful in this statement. We came to Mr. Martin expecting to make some concessions; we did not expect to get everything that that demand called for. I have had considerable experience with railroad officials; I have had occasion to meet a great many railroad officials, and I have had occasion to go with our men and arbitrate and settle difficulties, and in no other case have I failed. We do not expect to get everything we ask; we can ask for the earth, but we do not expect to get it. We make a request to the company, and we expect the company to make us some proposition. Now, I say, we came into Mr. Martin's presence and he treated us, as I say, like gentlemen, and I leave it to Mr. Martin to say whether Mr. Ingraham and myself acted as gentlemen. We asked Mr. Martin if he would not make some concession. This matter was not left to the three committeemen who came here; it has to go back to the men. We asked Mr. Martin if he would not make some proposition and put it down on paper, so that we could report to the men. By the company making some concessions and the men making some concessions we thought we could settle it. That was our intention when we came in. I hope Mr. Martin will pardon me if I speak pretty plainly about him. I do not believe that Mr. Martin was to blame for the opinion that he had of the men. There was an impression, I think, on the part of Mr. Martin, that there was a disposition on the part of some of the men on this committee that they did not want Mr. Martin to be general manager; they wanted to be general manager themselves; they did not want Mr. Ball to be master mechanic; they wanted to be master mechanic themselves. I want to disabuse Mr. Martin of that impression; there was no such feeling on the part of the men. I believe that if the matter was fairly considered, concessions could be made on both sides, and the matter could be settled. Mr. Martin had formed his opinion, and we could not change it. We do not question Mr. Martin's right to his opinion; every man has a right to his opinion. As sure as I stand here to-day these men have just grievances. I know that the officers of this company are fair men, that they are generous enough to right these grievances; Mr. Martin did not seem to be willing to enter into a discussion of the matter with Mr. Ingraham and myself and would not make any proposition to us, but he gave us to

understand, Mr. Ingraham and myself, that he would make no concessions, that he would make no proposition of any kind, and what was worse than all the rest, he discharged the committee. This committee were not there of their own accord; they were appointed by the engineers and firemen. They did not come to stir up all this trouble; they came because they were required to come and present the grievances to Mr. Martin. Now Mr. Martin said: "These men are agitators; there are only five or six men who are finding fault," he said, "I am willing to trust myself with my men; I believe they will stand by me." When he said "I am willing to trust myself with my men; I cannot make any proposition; cannot make any concessions; I am glad to meet you, gentlemen, but I cannot make any concessions now." Mr. Ingraham said: "We will do this;"—understand it was asked that there be an increase of pay; we did not say "We are going to have two dollars;" we could have asked for three dollars; we could have asked for four dollars; it is always customary to ask for more than we expect to get (if I am tiring you I do not want to make myself obnoxious, but this is a question that I am very much interested in, because there are 17,000 men behind me who are interested in this matter); we always ask more than we expect to get; we ask two dollars a day for running a engine; we are getting one dollar and seventy-five cents; we claim that in the case of married men who are living here in Brooklyn, that is not sufficient for them to support themselves and their families; now the men are old men in the employ of the company; they go to the company and ask for two dollars a day; the company say, "Gentlemen, we cannot afford to give you two dollars a day; we will give you one dollar and eighty cents, or one dollar and eighty-five cents, or one dollar ninety." Now, that was the spirit in which that was asked for. When we said we would waive the question of pay, that left simply the question of schedule. We have that schedule on every road in this country, with the exception of one or two. It regulates how they shall report, when they shall go on duty, and it also regulates that when they require an engineer, if a fireman is to be appointed, the oldest fireman in the employ of the company, if he passes the examination of the master mechanic, shall be employed. That agreement is signed by the company and signed by the men. We would have asked for such an agreement. If Mr. Martin had said, "I can't give you two dollars a day; I can't do this or that, but I make you this proposition," we would have gone back to our men and said, "Mr. Martin says he cannot give you two dollars a day; he has made this proposition; he says he will give you so much a day; he will do such and such about the hours

Now, gentlemen, Mr. Martin has made certain concessions; now let us see what we can do for the company." If that had been done, I believe that Mr. Ingraham and myself would have gone back to the men and settled this trouble, and nothing further would be done. What did Mr. Martin do? He said, "This is all that I can do. If they will not accept the rules of the company to-day they will have to quit work." We did not object to that statement. We went out of there good friends with Mr. Martin, good friends with everybody. These grievances would have been taken up and examined one by one. There have been grievances on the part of these men; the men say that they can prove them. We have to give credence to the statements of these men. We have no reason to doubt them. Now what was the cause of the discharge of the men on that committee? Mr. Martin says it was on account of a reduction of the force becoming necessary. That is something we never object to; you can discharge men whenever a reduction of the force becomes necessary, but on every well regulated road in this country it is always rutable to lay off the youngest man, the man who came into the employ of the company last; but it was claimed that these gentlemen were turbulent and they were put off other roads; and Mr. Martin apologized to Mr. Ingraham and myself and we have no feeling about it, but I say that Mr. Martin has been misinformed as to the character of these men. We have bad men in our order, we have plenty of them, but we do believe that the men in our brotherhood are the men that you want on your road. If there had been any crime committed by these men it could very easily have been inquired into. It has been customary for the engineers and firemen, as I am informed, to report as these gentlemen did and to lay off. I say to you there was an injustice done when the committee was discharged. If that committee had not been discharged, if that committee had been allowed to go back and report that Mr. Martin had made any concessions or offered any proposition, we would have been able to get it before you, and we would have settled this matter and there would have been no strike. These men went there representing the men of the road; sent there by the men of the road to present their grievances, and they were discharged in the presence of the general officers. That was the straw that broke the camel's back. It has been said that we ordered the men out. We have no authority to order the men out, but we sanctioned their going out, and I will appear before any fair tribunal in this country and if this matter is investigated, as I believe it will be investigated unless it is settled this afternoon, as I pray to God and before you gentlemen that it will be settled, and I believe that I

can show that these men were unjustly treated. I do not say that with any intention of offending Mr. Martin. I believe that if Mr. Martin had been willing to consider the grievances of the men we would have had the satisfaction of going home with good feeling on the part of the officers of the company and the employees. I make this statement as a matter of justice to these men. I want you to weigh this matter carefully and I want you to look squarely at this matter as you would between man and man. We do not uphold one of our men in doing any wrong; we do not uphold our men in drunkenness. I hope that this matter will not be decided hastily, but I hope that you will think this matter over and pass upon it impartially and do what is not only fair to yourselves but what is just to the traveling public. You know these men; they have been in the employ of your company. If you have a man who is a member of our brotherhood and who is not a sober man, we do not want him in our order. If you will consider this matter to-night I believe that this trouble can be settled. I thank you, one and all, for your attention.

MR. MARTIN.— You have stated the case very fairly, and I believe without intending to misrepresent anything that happened. I do not believe you meant to when you were talking here, and when I say that I mean it. I did say this to you in regard to the pay, that is, as far as your side is concerned (when I say your side I mean the firemen.) I said "this road has been running now for about two years, something over;" I said that we had made no money, and in fact I said that when we put our hands in one pocket to pay these men we had to put it in the other to pay the interest to the bondholders. I said we had raised the pay of these men from \$1.60 to \$1.75. I said these men had always lived under our rules, and that I saw no reason to change the rules to suit the firemen. When I discharged the two men of the committee you were not referring to the firemen, because there were no firemen discharged.

A FIREMAN.— You called me up here and told me after I was through with this committee business to report at the office.

MR. MARTIN.— I did ; I left an order for you and certain of our firemen to report here to me. That is ordinarily for a lay off or a discharge. There were four of our trains put off and the cause of the order was to discharge certain firemen.

MR. MARTIN (To Mr. Wright).— It was previous to the day you called on me you were appointed a committee ?

MR. WRIGHT.— Yes, sir.

MR. MARTIN.— On Tuesday morning you came down to see me ?

MR. WRIGHT.— On Monday morning.

Mr. MARTIN.— You left a note for me on the cars on Friday, and I told you my business would not permit me to meet you on Saturday. On Monday morning, after Mr. Ingraham got through, I said “now, Mr. Ingraham, I have listened to your grievances and I am glad you are here; now I want you to listen to my grievances.” I said to Wright, “why were you absent for a week without getting a leave of absence?” Wright did not make any explanation; Repscher didn’t.

Mr. REPSCHER.— Mr. Ingraham had not come here at all at that time; that was before.

Mr. MARTIN.— I am talking of the time you were discharged. Mr. Ingraham was present and Mr. Sargent was present. I asked you why, and you said you had gone to a man named Nilen, who was a day hustler in the yard, and told him to tell Mr. Ball that you would not be back; that you were off on business. I asked you if you considered that asking for leave of absence. I said after granting all the leaves of absence that we considered we could, and by these men absenting themselves two extra men were required to work, one sixteen hours and one twenty hours; and I said, “Put it whatever way you like, I am going to discharge you, Wright, and you, Repscher, for being absent without leave.” You said, “We know what is the cause; it is because we are on this committee.” I do not think that I ever liked Smith any better than I did Wright, but I am free to say I always liked Smith and Wright better than I did Repscher; I said, “Smith, you felt ashamed of going away without asking for leave of absence; you went in the yard and wanted to report but you did not,” and I suspended him.

Mr. LAUTERBACH.— I wanted that matter stated, so that the impression should not erroneously get about that these gentlemen were discharged because they were members of a committee; that was not the reason they were discharged. (To Mr. Sargent.) Did you see the telegram that was sent at 3 o’clock, stating that if the grievances were not satisfied the men would strike at 4 o’clock?

Mr. SARGENT.— I did not see that; that is a matter that goes out of our hands.

Mr. LAUTERBACH.— The notice that we had was a matter that was outside of your jurisdiction?

Mr. SARGENT.— Yes, sir.

Mr. LAUTERBACH.— And the matter of the hiring and discharging of men was stricken out?

Mr. SARGENT.— Yes, sir.

Mr. LAUTERBACH.— And you knew that in the appointments as engineers on our road the preference was given always to our firemen

and they first received three dollars and after the first year three dollars and a half?

MR. SARGENT.—Your schedule was presented to me some months ago.

MR. LAUTERBACH. — Do you think that these men, having absented themselves without leave, knowing that there was a State Board of Arbitration, that there was a board of directors behind Mr. Martin, that there was the mayor of Brooklyn who could be consulted, that the effect of this strike would be to put this road to great inconvenience and delay travel, for you did not know how long, just as it did, and if there was a notice sent at 3 o'clock that if your grievances were not settled by 4 o'clock that you would strike at 4 without making any effort to settle the matter by lawful means, and when your men did strike in that way we did not lock them out; do you think that your men did right in doing that?

MR. SARGENT. — If you were present at the meeting you would have a very different understanding of this matter. We have an order ourselves. Mr. Arthur and myself are the last means of arbitration. We did all in our power to effect a settlement. Being told that the door was closed against us seeing the board of directors; having found that Mr. Martin would not concede anything, we thought they were justified in striking.

MR. LAUTERBACH. — So that you thought that unless between 3 and 4 o'clock their grievances were adjusted your men were justified in striking at 4 o'clock?

MR. SARGENT. — That is a matter as to time, that is left to the men themselves. I am not going to say anything about that at all; it is a matter that is not in our power. We said to the men, after trying to settle this matter with Mr. Martin, "you have a right to strike." We say to you gentlemen, "you have a right to hire new men." I have made a fair statement of the matter. If you have any proposition to make that will tend to settle this matter, I hope that you will make it, and that you will treat the men fairly. I have made a fair, frank statement, and I speak for the men. I say that our men may have been wrong; we are all liable to be wrong; we are all liable to make mistakes; and I hope that in considering this matter you will look at your own selves and consider that when these men have, during the last year, presented these matters from time to time they were refused any concessions, whatever. I know that you cannot always judge from appearances, but I will say that Mr. Martin got a little worked-up and it would have made a bad impression on men who did not understand the situation; but Mr. Ingraham and myself understood the responsibility that was

on Mr. Martin's shoulders. If you gentlemen saw what we saw in our interview with Mr. Martin you would have very much the same impression that Mr. Ingraham and I had when we went over the bridge with our coat-tails flying behind us.

MR. LAUTERBACH.—Can I ask you if there is any advantage in making any offer of settlement which will start with this proposition, that the men who are working shall retain their positions and the men who have gone out may fill the vacancies to the extent of the vacancies.

MR. WRIGHT.—I say for the committee, no, sir.

A FIREMAN.—I say for the firemen, no, sir.

MR. WRIGHT.—In regard to this discharge business, and in behalf of myself and my brother here, I say that the business up in the yard has been conducted in a very loose manner, as far as reporting is concerned. It was done for the convenience of the men principally, and I have always appreciated it. It has been customary, as the men will bear me out in saying, when the men could not get up there themselves, to send word up to the office, to Mr. Ball or to Mr. Williams.

MR. MARTIN.—But you did not do it.

MR. WRIGHT.—Didn't I try to explain to you that myself and my wife went away over the Fourth of July, and I sent my son up and said "Tell Mr. Williams that I will be away." It has always been customary to do that. My son failed to deliver the message. I stayed in my bed the next morning until about nine o'clock, and I came up to the yard; neither Mr. Ball nor Mr. Williams was there but Mr. Nilen was there, and I said to him, not in a braggadocio way, but I said: "Mike, will you tell Mr. Ball that I will be away?" It is not the first time that men have had to work twenty hours. Men have gone up there and reported two or three times a day and have gone home without a cent to support their families with. I have seen them report three times on Sundays. (To Mr. Martin.) Did you authorize the statement that was published in the *Eagle* the other night that I was discharged from the Manhattan Road for being a disturber?

MR. MARTIN.—No, sir; but I have heard that since this strike.

MR. WRIGHT.—I am very glad that you did not authorize that statement. You have letters in this office from Mr. Winslow of the Manhattan road, that I left that road with the respect and esteem of my employers. I defy anybody to say that I have ever done anything that was wrong to my employer or to my fellowmen. I was the author of that telegram. We put the matter before you and you would not listen to it. If the men do go back I would not go back. I do not care for myself, but I am sorry for the families of the men who are out of work. The men you have on that road are not fit to

run an engine; it is not safe to ride on the road; and I tell you I will take the street car home myself. This trouble does not stop here. I have the power to stop every street railroad in this city, but I am not going to do it, and I would not do it.

Mr. SARGENT. — While I approve of the sentiments which Mr. Wright has expressed, this is not going to lead to an amicable settlement.

Mr. LAUTERBACH. — The position of the board of directors is this: they admit that on this road the employes have a right to present any grievances that they may have or claim to have, and the method of redress that was sought was a very proper method; they regret that when Mr. Martin was not willing to accede to their demands there was no other method sought to be adopted than the one that was adopted, of sending the telegram that unless their list of grievances was acceded to they would strike at 4 o'clock; that unless all the demands contained in the list of grievances were acceded to they would strike at 4 o'clock. Of course, the list of grievances contained matters that could not be accepted, as the reading of the list of grievances will show. Acting in this arbitrary way, the men left our employ. Now, it was not only a question of the right to employ new men, but it was a question of the duty the law imposes on this company, the duty of employing new men and keeping this road in operation. I do not deny that if the matter were fully investigated they could have demonstrated that some of the methods of this company were wrong, or that they could have demonstrated that injustice was done under the rules of this road. Under the civil service method that is adopted, not under the rule that you have suggested, that when an engineer is to be employed we should look for an engineer, but we always promote a fireman, which is the best civil service that is in force anywhere, and we think, as a board of directors, that Mr. Martin was entirely right in not yielding on that point, and it seems to have been the principal point. We say that even if that was so, the Board of Arbitration could have been reached, the mayor of the city could have been reached, the board of directors could have been reached, if Mr. Martin would not make any concessions.

Mr. WRIGHT. — Mr. Pettus, did I not call at your office in the city of New York and say that you would have to make concessions?

Mr. PETTUS. — Yes, sir.

Mr. WRIGHT. — That we did not want to strike.

Mr. PETTUS. — Yes, sir.

Mr. WRIGHT. — And I never regretted anything more than going against this company, but they went against me.

Mr. LAUTERBACH. — The following are the grievances presented by

our men: "*First.* That nine hours or less constitute a day's work on all lines of said company; all over nine hours to be paid *pro rata* for each and every hour, or fraction thereof." No engineer in the employ of this company is required to work more than ten hours.

Mr. REPSCHER.—There are four afternoon men who make more than ten hours; three of them make more than eleven hours.

Mr. LAUTERBACH.—"*Second.* That the wages of the engineers and firemen shall be, engineers \$3.50 per day, firemen two dollars per day." I have explained that our firemen are made engineers, no outsiders taken in, and they first receive three dollars a day, and afterwards \$3.50 a day.

Mr. WRIGHT.—Mr. Snedeker, did you not hire an outsider on this road when you were general manager of this road?

Mr. MARTIN.—Yes, sir, we did; one man in two years and a half.

Mr. LAUTERBACH.—"The next grievance is that we cannot take a fireman and promote him to be an engineer, but when one fireman is promoted to be an engineer that one engineer shall be appointed."

"*Fourth.* The time of the engineers to commence from the time they shall report on the structure to ascertain where their engines are laid up."

"*Fifth.*—The oldest engine-man in the service of the company, providing he is competent and worthy, to have the preference in runs, providing there be a vacancy, and shall have the privilege to change runs with each other when it is satisfactory to both parties concerned." The oldest engineer has always had the privilege when promotions were made, and as to changing runs, that is a matter that the general manager must be consulted about.

"*Sixth.* Any engineer completing an unfinished day for another excused from duty, shall receive pay per hour for it the same as the regular men."

"*Seventh.* All extra engineers required to report for duty, shall receive one-half day's pay, providing he is not held for duty more than four hours, and shall receive a full day's time for the same if sent out on the road." The rule in regard to that is that the engineer shall earn \$1.75 for his half day's work, and that he shall not be detained unless there is work for him to do.

"*Eighth.* That no engineer shall be discharged for serving on any committee, or be discharged or suspended for any cause without first having a fair and impartial hearing, and if suspended, shall receive full time and pay during such suspension, if exonerated from blame." There is no grievance in relation to that.

Then followed the things that were eliminated, and I will not refer

to them, because they were unjust. There is no doubt in my mind that Mr. Martin felt that there was nothing in this about which he should make any concessions to these men; that they had gone on under these rules for two years; but whether that was so or not, I think that it cannot be justified in the eyes of the State Board of Arbitration, in the eyes of the mayor of the city, in the eyes of the public, when these men at 3 o'clock sent a telegram that unless every one of the demands was acceded to at 4 o'clock there would be a strike. In other words, they say to this company, if you do not concede all our demands, not in a day, not in a week; but they give us one hour's notice. The men who had been in our employ for two years, the men from whom we were entitled to consideration, say, "Unless you do as we say, within one hour we will strike." When men do that, they may strike, but if they afterwards wish to return to our employ they cannot expect us to discharge the men who have taken their places. I would say now that any vacancy that exists may be filled by our old employes if they shall apply, but that we shall take the men who stood by us in that exigency, and tell them to go out to make way for these men who left us in that exigency. I, for one, will never consent to that. You may fill vacancies from your number, you may designate them, and if they are satisfactory to the general manager we will appoint them. We will give the preference, from this moment, to our old employes, but we will not, we cannot discharge the men who have stood by us in this emergency. We are willing to make the concession that the vacancies on our road may be filled from the number of our old men; and second, that the matters that are in controversy between us may be left to a board of arbitration composed of a committee of the officers of the company and a committee of the employes; but to take back all the men who went out, that we will not do.

It was then announced that the State Board of Mediation and Arbitration would commence an investigation of this matter in the supervisors' room, in the Kings county court-house, July 15, 1887, at 11 o'clock A. M.; at which time and place the Board met, Commissioners Purcell, Robertson and Donovan being present.

William N. Cohen, Esq., appeared on behalf of the Brooklyn Elevated Railroad Company, and William J. Gaynor, Esq., on behalf of the employes.

Chairman PURCELL.—All efforts at mediation and arbitration having failed in this matter in controversy here, the State Board will now proceed to investigate the causes of this controversy, and to that end, will call upon the side which has the grievances first to present their

evidence. I will inquire if the engineers and firemen have counsel here to represent them.

Mr. GAYNOR.— If the Board please, I represent the Brotherhood of Engineers, and they think it wise to ask an adjournment this morning until to-morrow. The chief of the brotherhood in the the United States is on his way here, and they consider it very important that he should be here and aid them with his advice and assistance. My opinion is that Mr. Arthur's presence will be of so great assistance to the employes and to the Board, that such an adjournment will facilitate instead of retarding the progress of this investigation.

Mr. COHEN.— On behalf of the railroad company, I will state that, so far as the efforts at mediation or arbitration are concerned, there was no difficulty in regard to that, I understand, up to the time that the men went out. Any question as to wages or hours of labor there was no difficulty about, but that the men gave short notice, then struck, and then offered as a *sine qua non* that the men should be taken back in a body. The railroad company took the position that they could not, without being guilty of perfidy, take them back in a body and discharge the men who took their places. They were willing to give the old men the preference in filling vacancies on the road, but they would not take them back in a body. We have no objection to an adjournment. I suppose that Mr. Arthur's presence would throw light on the matter, and I consent to an adjournment. The question of adjournment until to-morrow deserves a little more consideration, I think. To-morrow will be a half-holiday; the Board cannot sit legally after twelve o'clock; and if there is an adjournment, I think it should be until Monday.

Mr. GAYNOR.— The engineers are unwilling to let pass the statement that they acted hastily in this matter, and we assert that they duly considered it. I am certain that they waited on the company on two separate occasions, and on the last occasion they were driven from the presence of the representative of the company, who would make no concessions whatever.

Chairman PURCELL.— In regard to an adjournment on account of the absence of Mr. Arthur, our opinion is that the absence or presence of Mr. Arthur will in no way affect this investigation. Our efforts now will be directed to simply ascertaining the causes of this controversy, and we certainly cannot adjourn. We will proceed with the investigation.

At the request of Mr. Gaynor, a recess was taken till 2 o'clock, p. m., at which time the Board met at the same place.

JAMES WRIGHT, a witness called on behalf of the employes, being duly sworn, testified as follows :

By Mr. GAYNOR:

Q. What is your occupation, Mr. Wright? A. Locomotive engineer.

Q. What road have you been employed on recently? A. The Brooklyn Elevated.

Q. Have you been discharged from that road? A. I have

Q. On what day were you discharged? A. I was discharged verbally on the eleventh day of July.

Q. By whom? A. Colonel Frederick Martin, general manager.

Q. How long had you been in the employ of the road? A. Ever since it opened.

Q. How long ago is that? A. Two years ago the eleventh day of last May.

Q. On a regular engine? A. Yes, sir.

Q. Now are the locomotive engineers of this road in any way organized? A. They are.

Q. What is the name of the organization? A. The International Brotherhood of Locomotive Engineers.

Q. Have they a meeting place? A. They have.

Q. Where? A. Pythian Hall, corner of George and Atlantic avenue.

Q. In the city of Brooklyn? A. Yes, sir.

Q. Prior to the fifth of July instant, did the organization appoint any committee to present any grievances — call them so — to the road? A. They did.

Q. When was that appointment made? A. On Sunday morning, the third.

Q. On the third of July? A. Yes, sir.

Q. And who were the committee appointed? A. Mr. J. W. Repscher, H. C. Smith and myself.

Q. Was the committee furnished with complaints to be presented to the company? A. They were furnished with a list of grievances, so called, and instructed to present them to the general manager.

Q. Did the committee call upon the company or any representative of the company? A. They did.

Q. When first? A. On Tuesday, July fifth.

Q. On whom did you call? A. Colonel Martin.

Q. The general manager of the road? A. He was.

Q. Now, Mr. Wright, will you please state what occurred, substantially? A. We were ushered into Colonel Martin's office; he demanded to know what was our business with him, and I told him I was instructed by the division to present him that list of grievances, or a copy thereof.

Q. Is this the list? A. It is; that is not the full list, not as presented on that day.

Q. Give me the original then; this list that I hold in my hand, and which I just spoke of, lacks two other grievances that were presented to Colonel Martin, does it not? A. Yes, sir.

Q. Are those the two which I now show you on this paper, marked 10 and 11? A. Yes, sir.

Q. Were these two, 10 and 11, and also the one preceding them struck out?

[Mr. Cohen objected to the question, unless it was stated when they were stricken out. Question withdrawn. The papers referred to were then offered in evidence and were received in evidence and marked Exhibits 1 and 2.]

Q. You presented him with a paper containing a list of these grievances; now what did he do? A. He read them quietly until he came to the second clause; then he flew into a rage and said, "What in hell have you got to do with the firemen?" I replied we had everything to do with them; he replied, "I claim, by —, you have not;" it raised a row, so far as that clause was concerned; he proceeded quietly until he read down to the tenth, is it not, that calls for the case of Mr. Deremer and Mr. Tucker being opened for investigation, the eleventh clause; when he came to that he came to the clause regarding Mr. Ball.

[A paper was here shown to the witness.]

Q. Pick out the clause that he came to. A. It was the eleventh clause; he read that aloud; he said, "Those two men violated a rule of this company and I discharged them," and, as near as I can recollect his words (I did not keep any notes) he stated, as far as he was concerned, they would stay discharged, no matter what promises others might have made; "but, in the meantime," he said, "I will not allow you men to come down here and dictate to me how I shall run this road;" I replied, "Colonel, I am sorry you look at it in that light, as we do not wish to dictate to you;" he was pretty well worked up.

Q. What did he do finally? A. He said, "By — —, I absolutely refuse to entertain these grievances," and threw them down on the table violently; I asked him if that was his answer; he said it was; we bade him good morning and departed.

Q. Is your organization called a branch? A. It is a subdivision.

Q. Are there some officers of the brotherhood? A. Mr. Arthur is the chief officer.

Q. Who is Mr. Ingraham? A. Mr. Ingraham is the first assistant engineer.

Q. Did you call for Mr. Ingraham? A. No, sir.

Q. Was there another meeting with Mr. Martin? A. Not at that time; I communicated to Grand Chief P. M. Arthur, and he answered that he had received my telegram and letter, and mailed me instructions; I received the instructions and called on the president at his place of business — I did not call on him — I called at his place of business.

Q. Who was the president? A. Henry W. Putnam, 87 Liberty street, if I am not mistaken.

Q. Who called — you or the committee? A. The committee called.

Q. Is he the president of the road? A. I am so informed; I could not swear positively to that.

Q. Did you see the president? A. No, sir; he was absent, and we were informed that he would not return until October.

Q. What next did you do? A. We called on Mr. Pettus after that.

Q. Who is he? A. He is one of the executive committee of the board of directors, as I understand.

Q. Don't you know who the executive officers were? A. I understood that Mr. Snedeker, Mr. Thom and Mr. Pettus were the executive committee.

Q. Were you able to find any of the others of the executive committee except Mr. Pettus? A. We were not.

Q. Where did you find him? A. At his place of business.

Q. Did the committee have an interview with him? A. The committee were in the room; I asked Mr. Pettus if he would grant us an interview; he said he would not; he did not see any necessity for it.

Q. Did you state who the committee were? A. Yes, sir.

Q. What you were there for? A. Yes, sir.

Q. What did he say? A. He said I would have to refer back to the general manager; it must be left to him.

Q. After that did you report back to the organization? A. I did.

Q. In the meantime had you conferred with any other officers of the general organization? A. Yes, sir, I had; Mr. T. S. Ingraham, our first engineer.

Q. Now who called on the company after that? A. Mr. Ingraham, Mr. Sargent, and the committee.

Q. Who is Mr. Sargent? A. He is the grand officer of the firemen of America.

Q. Then there was a committee of engineers and firemen and Mr. Ingraham, the first engineer, and Mr. Sargent, the grand master of the Brotherhood of Firemen? A. Yes sir.

Q. Where did that interview occur? A. At the company's office, 21 Sands street.

Q. Tell, as near as you can, what took place? A. There were introductions to the grand officers and Mr. Ingraham took the list of grievances and said "Before we proceed to business, Mr. Martin, I propose to strike out this and I propose to strike out that."

Q. Now what numbers did he strike out? A. He struck out numbers ten and eleven.

Q. And number nine seems to have been stricken out? A. That was stricken out before it went into the office.

Q. There is no number eleven; there is nine and ten? A. Yes sir.

Q. We will say that numbers nine and ten were the ones that were stricken out; the two last were stricken out? A. Yes, sir; the two last.

Q. Before the interview began? A. Yes, sir.

Q. Who struck them out? A. Mr. Ingraham.

Q. What did he say when he struck them out? A. He said "We do not, as an organization, dictate to companies who they shall discharge or who they shall employ."

Q. Did he say substantially that these two were withdrawn? A. Yes, sir.

Q. Now proceed, Mr. Wright, from that point; who was the spokesman? A. Mr. Ingraham and Mr. Martin; I cannot recollect the conversation as it was given; Mr. Sargent, I think, can enlighten the court more on that than I can.

Q. Give it, Mr. Wright, as nearly as you can; you say that Mr. Ingraham, after striking out these two, ten and eleven, presented the paper to Mr. Martin? A. Yes, sir.

Q. Now go on from that point as well as you recollect? A. Well, the first clause, which is to constitute a day's work nine hours or less, Mr. Martin stated that the road was running for two years, and when he employed the men it was with the understanding that they were to work ten hours, and they had been pretty well satisfied with it up to the present time; understand me, I cannot give the exact words as it was spoken there.

Q. We understand that; we do not expect it; give us the substance? A. Well, some of the men were working over eleven hours; I had worked over eleven hours.

Q. Come down to the substantial part of the interview and give it in your own words? A. I was trying to think what was said on that second clause.

Q. Did they go through these things *seriatim*, one after another? A. They glanced over them; they did not take them up in detail and argue them.

Q. Anything else? A. I was trying to collect my thoughts on that; there was something else said there.

Q. Come to the substantial part that you do remember; how did it end and what was the upshot of it? A. The upshot of it was that Colonel Martin refused to accede to anything.

Q. What did he say? A. He said "I will make no concessions whatever to those grievances;" he was asked by Mr. Ingraham if he would not offer some proposition, that there might be an agreement in writing for the men to work under; there never had been an agreement between the company and the men.

Q. I wish you would give the words; tell what he said, whether there was any violent language; tell what he said? A. There was no violence there; there was a conversation when Mr. Martin flew into a rage and used violent language, for which he afterward apologized to the grand officers, and he discharged me and Mr. Repscher, and suspended Mr. Smith in that interview, using these words, "By —, you are a gentleman;" previous to that he had accused me and Mr. Repscher as being the whole cause of this trouble, and accused us of being agitators.

Q. Had you been the cause of it? A. No, sir.

Q. Can you tell me whether he refused or did not refuse to entertain the grievances that were presented to him? A. He refused.

Q. What did he say? A. He said he was willing to leave his case in the hands of the men; he would accede nothing; he believed that two-thirds of his men were with him and he would leave the case in their hands; Mr. Ingraham stated that he had not the authority to order a strike, but he could give them permission to strike; it was because he said that that he said he would leave his case in the hands of his men.

Q. It was because of that that Mr. Ingraham spoke about a strike? A. Yes, sir.

Q. Was there anything said by Mr. Ingraham, by anybody on behalf of the men, asking Mr. Martin if he would not make some proposition? A. Yes, sir; Mr. Ingraham asked him if he would offer some agreement in writing that the men could stand by.

Q. What did he say to that? A. He positively refused to do it?

Q. Is that substantially all? A. I cannot recollect the words that were used there.

Q. Is that substantially all that you remember now? A. Yes, sir.

Q. Was there any other meeting with the company? A. No, sir.

Q. When did the tie-up take place? A. Four o'clock.

Q. The same day? A. The same day.

Q. Did all the engineers strike or only a part? A. Every one.

Q. How was it as to the firemen? A. Every fireman except one, and he came out after he worked two or three trips.

Q. Do you know anything now as to how the road is being run, whether engines are being run by firemen or not?

[Mr. Cohen objected to this question as not relevant to the object of this investigation; the object of the investigation being to inquire into the cause or causes of the difficulty.]

Chairman PURCELL.—As we view it, this controversy is still on, and it is competent for us to inquire as to any of the causes up to the present time. I think the question is permissible.

Mr. GAYNOR.—At some point I want to raise this question: that this road is bound to run its trains equal to the accommodation of the public, to run them with competent hands, and is bound to pay what the market rate of wages is to-day for that service.

Chairman PURCELL.—I would state, gentlemen, that, as we understand the law, the object of the Legislature in empowering us to make such inquiry is that it may have full information of everything connected with a strike or lock-out or tie-up, so that when it is called on to legislate upon those subjects it may do so intelligently, and therefore we deem it our duty to let the inquiry take a very broad scope, with that end in view.

Q. Of the twenty-four hours, how many hours was this road operated before the strike? A. About twenty-one and a half, I believe.

Q. At what intervals were trains run at different parts of the day? A. They commenced on ten minutes, went down to eight, to five, and two and a half from Gates avenue to the ferry, if I am not mistaken about that; I never kept a time-table.

Q. Two and a half minutes was the lowest rate they reached, was it, from Gates avenue? A. Yes, sir.

Q. Was that headway required for the accommodation of the public? A. It was.

Q. At what headway have trains run on this road since the tie-up? A. They have varied a great deal; I have not kept an account of it and neither do I know about anyone else doing it; they have run as high as twenty minutes, forty minutes, and down as low as eight minutes, I believe, for a short period of time; if they have been below that, I have not been made aware of it.

Q. Do you know anything (I mean of accurate knowledge) as to the competency of persons at present running engines on this road?

[Mr. Cohen objected to the question as irrelevant to this investigation as to the causes of the controversy, and on the further ground that the witness could not have such knowledge as is called for.]

Chairman PURCELL.— You can show that on cross-examination if he does not know.

A. I know they have one man there, named Joseph Lozier, who is an habitual drunkard; I have known him for thirty-five years; he was discharged from the Central Railroad of New Jersey for being drunk on duty.

Q. What is he doing on this road now? A. He is acting in the capacity of locomotive engineer.

Q. Who else do you know? A. They have one man named Corbin, who was discharged from the Ulster and Delaware road for getting drunk; they have one man named Hollenbeck, who was discharged for getting drunk and running over a child on the Third Avenue road in New York.

Q. What was he doing on the Third Avenue road? A. Acting as engineer—acting in that capacity.

Q. What do you know, of your own knowledge, of men running engines on this road who are not engineers at all? A. They have one man named Wiedmeier, who was acting as a hustler, came here as a fireman from Buffalo.

Q. What is he doing now? A. He is running an engine on the Brooklyn Elevated.

Q. Where was he acting as a hustler? A. He was working for this company.

Q. Before the strike? A. Yes, sir.

Q. Who else do you know? A. They have one man named Schreiner,—no company would employ him on account of his dissipated habits; since he has been an engineer on this road he has been drunk and laid off and they put him in the yard, running the switch engine; I am so informed.

Q. Among the Brotherhood of Locomotive Engineers are the men who for drunkenness or for any other cause are incompetent, excluded from the brotherhood? A. Yes, sir; I will say further that if any member of the brotherhood is guilty of drunkenness it is the duty of any member of the order discovering it to report it to the brotherhood and report it to the superintendent.

Q. Is that a very high duty? A. Yes, sir.

Q. One of the first duties? A. Yes, sir.

By Mr. COHEN:

Q. When you went on the Brooklyn Elevated Road, were you examined as to your capacity? A. Yes, sir; I was.

Q. It has been a rule to have engineers examined on that road before they are employed? A. Yes, sir; it has been.

Q. You know of nothing to the contrary, do you? A. No, sir.

Q. Have there been any accidents on this road since the strike; there has been no loss of life, has there? A. No, sir; none that I know of.

Q. This communication is from Division No. 299 of the Brotherhood of Locomotive Engineers and is addressed to the officers of the company?

A. Yes, sir.

Q. The first grievance is that nine hours or less constitute a day's work on all lines of said company; all over nine hours to be paid pro rata for each additional hour or fraction thereof; this was presented on the fifth day of July, was it not,—the day after the fourth? A. It was.

Q. Presented to Mr. Martin? A. It was.

Q. That was the first time that these grievances were presented? A. That these were; similar ones had been presented before.

Q. And at that time did you say that you had any personal grievances about this hour business to Mr. Martin? A. No, sir.

Q. Did you say you had any or did you say you had not? A. I did not say one way or the other; Colonel Martin asked me if I had anything personal; I told him no, sir, he had always treated me as a gentleman, and I say that to-day.

Q. That is true, is it not? A. Yes sir.

Q. The wages asked for were for the engineers \$3.50 and for the fireman two dollars? A. Yes, sir,

Q. What was the pay of the engineers? A. Those who were appointed were paid three dollars, and after they ran a little over three months it was raised to three dollars and a-half.

Q. Then it was three dollars and a-half? A. For the old engineers; yes, sir.

Q. The fireman; what was their pay? A. One dollar and sixty cents for the first six months, and \$1.75 thereafter.

Q. The next request is when one fireman is promoted to be an engineer they shall hire one engineer; that was the request? A. Yes, sir.

Q. The fourth was: "The time of engineers to commence from the time they report on the structure to ascertain where there engines are laid up?" A. Yes, sir.

Q. Fifth.—"The oldest engine-man in the service of the company, providing he is competent and worthy, to have the preference in runs, providing there be a vacancy, and shall have the privilege to change runs with each other when it is satisfactory to both parties concerned."

A. Yes, sir.

Q. Sixth.—“Any engineer completing an unfinished day for another excused from duty shall receive pay per hour for it the same as the regular men.” A. Yes, sir.

Q. Seventh.—“All extra engine-men ordered to report for duty shall receive one-half day's pay, provided he is not held for duty more than four hours, and shall receive a full day's time for the same if sent out on the road?” A. Yes, sir.

Q. Eighth.—“That no engineer shall be discharged for serving on any committee or shall be discharged or suspended for any cause without first having a fair and impartial hearing, and if suspended, shall receive full time and pay during such suspension if exonerated from blame.”

Q. Ninth.—“That we be taken from under the jurisdiction of Mr. C. A. Ball and Night Boss Hustler Williams for various reasons that, if an investigation be ordered, we will show good cause for the same.” A. Mr. Ingraham corrected that.

Q. This is as it read on the fifth of July as I read it? A. Yes, sir.

Q. Then the ninth — “That we be taken from under the jurisdiction of Mr. C. A. Ball and Night Boss Hustler Williams for various reasons that, if an investigation be ordered, we will show good cause for the same;” that was one of the demands you presented on the fifth of July? A. Yes, sir.

Q. The tenth — “That the cases of George Deremer and F. H. Tucker be opened for another hearing, as Messrs. Ball and Williams have both promised these two men that they would be reinstated in their places inside of twenty days;” that was one of your demands on the fifth of July, was it not? A. Yes, sir; one of our requests.

Q. “J. Wright, J. W. Repscher, H. C. Smith, committee.” That is your signature to that list? A. That is.

Q. You directed this to the board of directors? A. It was directed to the board of directors and officers.

Q. And officers both? A. It is; it reads that way, doesn't it?

Q. I want to be sure about this. A. I guess there will be no mistake about that.

Q. And on the fifth of July you presented them to Colonel Martin? A. Yes, sir.

Q. Up to that time you were perfectly satisfied with Colonel Martin's treatment of you; you just said so, did you not? A. Personally, yes, sir.

Q. He always treated you with respect? A. Yes, sir.

Q. And always as a gentleman? A. As a gentleman, yes, sir.

Q. You had no fault to find with him? A. Not personally, no, sir

Q. And some little time ago the engineers of the road presented him with a little testimonial—presented him with a locket? A. We did.

Q. Were you at work on the fifth day of July? A. No, sir.

Q. Were you at work between the fifth day and the eleventh day of July? A. No, sir.

Q. Did you report to Mr. Ball of your absence between the fifth and eleventh day of July? A. Yes, sir; to his representative, not to Mr. Ball.

Q. Did you report to Mr. Ball? A. No, sir; to his representative not to Mr. Ball; he was the only one in charge.

Q. Hasn't he a clerk? A. Yes, sir.

Q. Did you report to him? A. No, sir.

Q. He was not in the office? A. No, sir.

Q. These are the gentlemen to whom you usually reported, are they not? A. I usually reported to Mr. Williams or Mr. Ball.

Q. Did you report to either Mr. Ball or Mr. Williams between the fifth and the eleventh? A. No, sir; I want to make an explanation in regard to the reporting for the fifth day of July; I had permission to be away on the fourth of July; I had been excused; that night I got home about midnight and I was very tired and did not want to get up and go to the shop, and my son was going to work in the morning, and I told my wife to tell my son when he came in (he was out pretty late), to tell Mr. Williams that I had been away and that I would not go to work; that had been customary with the men on the road to report in that way.

Q. You told your son to do it? A. Yes, sir.

Q. Your son did not do it? A. No, sir.

Q. Did you report to Mr. Ball or Mr. Williams? A. I reported to Mr. Nilen, the hustler.

Q. Did you report to Mr. Ball or Mr. Williams? A. I did not.

Q. When Mr. Martin discharged you didn't he assign that as the reason; did he not state that the reason was that you had not reported for a week? A. No, sir.

Q. Did he not state that the reason was because you had not reported? A. Yes, sir.

Q. Is it not true that Mr. Repscher, who is also on this committee, had not reported to Mr. Ball or Mr. Williams for a week? A. You will have to ask Mr. Repscher that question himself.

Q. Did not Mr. Martin say to Mr. Repscher that he was discharged for not reporting? A. Yes, sir.

Q. Did he not also say to Mr. Smith that he was discharged for not reporting? A. No, sir.

Q. That he was suspended for not reporting? A. He said that he did manage to sneak around late and report.

Q. That was the way Mr. Smith worded it? A. That was the way Colonel Martin worded it.

Q. Previous to the fifth you had no interview with Mr. Martin? A. No, sir.

Q. On the fifth he said that he would not make any concessions? A. Yes, sir.

Q. You say you went to Mr. Putnam's and could not find him? A. Yes, sir.

Q. You went to Mr. Pettus and saw him? A. Yes, sir.

Q. Did you talk to any other member of the executive committee? A. No, sir.

Q. You only saw Mr. Pettus? A. That was all.

Q. When was it that you saw Mr. Pettus? A. That was on Tuesday.

Q. Tuesday, the fifth? A. Yes, sir; it was on Tuesday afternoon; I would not be positive about that.

Q. Did Mr. Pettus say that that was no part of his business, or was the general manager's business; did he not say that to you? A. Mr. Pettus said "What is the use of having a general manager."

Q. Now, Mr. Wright, your next presentation of grievances or request was on the eleventh, with Mr. Ingraham, Mr. Sargent, and the other members of the committee, at the Brooklyn Elevated Railroad office? A. Yes, sir.

Q. What time were you there? A. About 10.30 a. m.

Q. Colonel Martin said, in response to that, that he would not entertain these requests again; that was the substance of what he said? A. I so stated.

Q. He also stated that he placed a great deal of confidence in the men on his road? A. He did, and he got left.

Q. I know that; you had no further interview with anybody connected with the road until this strike occurred? A. No, sir; with no officers.

Q. You sent a telegram, did you not? A. Yes, sir.

Q. Is that a copy of the telegram that you sent, as near as you can remember [showing witness a paper]? A. Yes, sir.

Q. That you sent at what time, Mr. Wright? A. I sent it so it would get to the telegraph office about five minutes to 3, giving them an hour.

Q. You gave them an hour? A. An hour.

Q. You sent this so that it would get to the telegraph office about five minutes to 3? A. So that it would get to the railroad office about 3.

[Mr. Cohen then offered this telegram in evidence. It was received in evidence and marked Exhibit 3.]

Q. That was the first notice that you gave the railroad company that you were going to strike? A. I don't like the word "strike."

Q. That you were going to quit work? A. They had a week's notice.

Q. That was the first notice that you were going to quit work? A. They had six days' notice.

Q. Did you tell them six days before that you were going to quit work? A. No, sir.

Q. You were not fool enough to do that; you determined to do it on as short notice as possible? A. I decline to answer that question.

Q. From 4 to 7 o'clock is the time that there is the heaviest travel on the road? A. Yes, sir; half-past 3 or 4.

Q. That is the time that they do their heaviest carrying? A. Yes, sir.

Q. And you thought that that was the best time to strike — that was the best time to squeeze the Brooklyn Elevated Railroad Company? A. Yes, sir.

Q. That was the reason you struck at that time? A. Yes, sir; that was the reason.

Q. You knew the public would be inconvenienced by striking at that time? A. I had nothing to do with the public.

Q. You knew that the people wanted to go from New York to Brooklyn from 4 to 7 o'clock that evening? A. I did not know anything about it.

Q. Didn't you know that they carried more people between those hours than at any other time? A. There were plenty of street cars.

Q. Did not the road that you worked for carry more people at that time than any other time? A. I have said so,

Q. Your fight was with the elevated railroad people; it was not with the people? A. Yes, sir; I was not fighting the people.

Q. Are you not aware that a great many people did not get home until 9 o'clock that night when they should have gotten home two or three hours sooner? A. I don't see why they should be delayed till 9 o'clock.

Q. Don't you know that it has delayed a great many people in Brooklyn from two to three hours? A. Not more than it was on that day.

Q. You directed these grievances to the board of directors? A. Yes, sir.

Q. You knew that the board had to pass on these questions? A. No, sir; I did not.

Q. Didn't you know that the board of directors had to pass on these grievances? A. No, sir; I was given to understand that they left it all to Mr. Martin.

Q. Why did you direct it to the board of directors? A. The organization of which I am a member decided to direct it to them.

Q. You directed it to the board of directors, and you did not know whether that board met on the fourth or the eleventh? A. No, and I didn't care.

Q. Then you struck at 4 o'clock and all hands went out, didn't they, with the exception of this one fireman? A. Yes, sir.

Q. Didn't you know that if the Brooklyn Elevated Railroad Company were going to run their road they would have to employ new men? A. There was no need of it.

Q. Didn't you know that if they were going to run their road without you, if they were going to disregard you men, that they would have to employ new men? A. Of course, anybody knows that.

Q. Don't you know that it is difficult to get engineers and firemen? A. Yes, sir; I guess they found it out.

Q. Don't you know it? A. Yes, sir.

Q. And don't you know that unless they were strictly careful there might be danger to life and limb in operating that road without you; didn't you know that? A. If they got incompetent men there was.

Q. Don't you know that it was impossible to run that road, for any men to run that road without danger to life, limb and property, when you eighty or ninety men went out? A. No, sir.

Q. Do you mean to say that they could man that road on an hour's notice? A. If they got good men they could.

Q. Don't you know that it is difficult to get engineers and firemen within twenty-four hours' time? A. Yes, sir; it is; or within ten day's time.

Q. And you did not care about endangering the lives of the people by this strike? A. I have got nothing against the people; I am one of them myself.

Q. Were you a member of the committee before this trouble arose? A. I was appointed when the committee was appointed.

Q. Is that a regular committee of your organization? A. Yes, sir.

Q. When were you appointed? A. Last Sunday week; the third of July.

Q. That was just before you presented these grievances? A. That is right.

By Mr. GAYNOR:

Q. Between the fifth and eleventh were you engaged on this committee? A. Yes, sir.

Q. What is the custom on this road in the cases where engineers want to be off; how do they get off? A. We have been in the habit—I will state that the business has been conducted in a loose manner in regard to that.

Q. Don't say that; I have asked you the question; just give me the customary way that an engineer or fireman got off; how was that brought about? A. At times when a person had overslept themselves or had been called away they would merely go up to the yard at reporting time or send word up there, and that was all that was required.

Q. That was not exactly what I asked you; if you had not overslept or had not been called away, if you wanted to be off the next day, would you report anywhere? A. Yes, sir; I have done so.

Q. Where would you report? A. We would leave word at the shop.

Q. Has it been the custom of the company to object to men going off in that way? A. No, sir; they always have plenty of men.

Q. By getting off the engineer lost his day's pay? A. Yes, sir.

Q. And there was no objection to his getting off when it was necessary? A. No, sir.

Q. And that is so on all roads? A. Yes, sir.

Q. You say at the meeting with Colonel Martin there was talk of your striking? A. I do not know as the word "strike" was used; Mr. Ingraham told Colonel Martin that he had not authority to order the men to strike or to quit work, but he could leave it to the men themselves and he could sanction it.

Q. Was the strike brought about in the way it was by reason of this swearing and damning by Colonel Martin; did the men feel outraged in that way? A. Yes, sir.

Q. Did they feel that they had not been treated as men? They felt that they had been insulted.

Q. Do you know where the board of directors of this company meet? A. No, sir.

Q. You sought out, as I understand, the members of the executive committee of this board of directors? A. Yes, sir.

Q. And the only one you were able to find was Mr. Pettus? A. Yes sir.

Q. You found that Mr. Putnam had gone to Europe and would not return until October? A. Yes, sir.

Q. And Mr. Pettus referred you to Mr. Martin? A. Yes, sir.

Q. Is it the fact that there are plenty of competent engineers in the market? A. There are.

Q. There is no lack of them in the market? A. No, sir; the woods are full of them.

Q. Do they belong to the Brotherhood? A. They do—all good engineers.

Q. And they deem that they have the same right to combine and get a proper price for their work as the stockholders of this company have to combine to operate this road; is that so? A. That is so.

Q. Did the engineers want any more money; it says here, "Second—That the wages of the engineers and firemen shall be—engineers, \$3.50 per day; firemen, two dollars per day;" what were the engineers receiving at that time? A. The majority were receiving \$3.50 per day.

Q. What was this \$3.50 here to cover—every competent engineer? A. Every competent engineer.

Q. What were the firemen receiving at that time? A. The majority \$1.75.

Q. Do you know what the hours of engineers are on the New York elevated roads? A. Nine hours or less.

Q. There is one grievance, read here by the learned counsel, that I do not quite understand. "Third—That when one fireman is promoted to be an engineer that one engineer shall be hired;" what does that mean? A. That means that when they need an engineer they will promote a fireman, and the next engineer they need they will hire an engineer.

Q. And so go on alternately? A. Yes, sir.

Q. First promote a fireman and when the next vacancy occurs, employ an engineer? A. Yes, sir.

Q. Is that a rule on the different roads? A. No, sir; it is not a rule.

Q. The next one, "the time of engine-men," does the term engine-men include the firemen? A. Yes, sir.

Q. "Fourth—The time of engine-men to commence from the time they report on the structure to ascertain where their engines are laid up;" is it a fact that they are required to report at a certain hour? A. Yes, sir.

Q. And the meaning of this is that you want the pay to start from the time that you are required to be on hand and not from the time that they choose to put you on your engine? A. Yes, sir.

By Mr. COHEN:

Q. Did not Colonel Martin and other officers of the company always recognize the Brotherhood of Engineers? A. Colonel Martin always did.

Q. Never objected to you being organized? A. No, sir; Colonel Martin did not.

Q. In fact Colonel Martin attended meetings of your organization? A. Colonel Martin has been very kind to us, as an organization.

Q. You got \$3.50 a day on the fifth of July and at the time you struck? A. Yes, sir.

Q. Colonel Martin always treated you as a gentleman up to that time? A. Yes, sir.

Q. You so stated at the time? A. Yes, sir; and I say so now.

Q. They have to have some limit to the number of men who can be excused, haven't they? A. I have known as high as twelve being excused in one week.

Q. There has to be some limit to the number of men who can be excused, hasn't there? A. They generally have five or six extra engineers, and there are seven or eight firemen who have been examined as to their competency to run an engine.

Q. They have to have some limit to the number of men who can be excused, haven't they; they could not excuse the whole corps, could they; they could not run any road then, could they? A. No, sir.

Q. And you could not report, week in and week out, that you were going to stay out, could you; you could not expect to stay on the road in that way, could you? A. No, sir.

Q. During the time you were off, you were acting on this committee, were you not? A. Yes, sir.

Q. Do you think that if you reported at the yard that you wanted to be off on brotherhood business, that Colonel Martin would have found any fault with your being off on brotherhood business? A. I did report at the yard.

Q. You did not report to the persons you usually did report to? A. I did not report to Ball or Williams.

By Mr. GAYNOR:

Q. In the absence of Mr. Ball and Mr. Williams, to whom did an engineer report? A. Mr. Frost; and they never found any fault.

Q. What is the custom, in the absence of Mr. Ball and Mr. Williams; to whom do the engineers report? A. To anybody in charge of the yard.

Q. You said that Mr. Martin never found any fault with the brotherhood; is that true of all the officers? A. No, sir.

Q. Name the officers who object to the brotherhood? A. Mr. Ball.

Q. What office did Mr. Ball hold? A. He is master mechanic.

Q. Do you know of any action that he took in regard to breaking the brotherhood or getting them off the road? A. Yes, sir.

Q. What is it? A. I know that he stated to a certain man that he would down the brotherhood; and that there were certain men on the road that were trying to run the road; and last September he accused me, in the presence of two or three other engineers, of being an agitator, and Colonel Martin called him in his office and reprimanded him for it and told him if he did not stop it he would drop him in a minute.

By Mr. COHEN :

Q. Could Mr. Ball discharge the men on that road? A. No; but he could poison the minds of the directors against them.

Q. It was not on the ground of opposition to the brotherhood that Mr. Martin discharged you, was it? A. Yes, sir.

Q. You just said Mr. Martin was friendly to you and to the brotherhood up to this time? A. Yes, sir.

Q. Up to this, fifth of July? A. If he was not he never showed it.

FRANK P. SARGENT, a witness called on behalf of the employees, being duly sworn, testified as follows:

By Mr. GAYNOR:

Q. Mr. Sargent, what is your position or occupation? A. I hold the office of Grand Master of the Brotherhood of Locomotive Firemen.

Q. And you reside where? A. Terre Haute, Indiana.

Q. Were you present at the interview between the two committees of firemen and engineers and Colonel Martin on the eleventh of July? A. I was, sir.

Q. Mr. Ingraham was there also? A. Yes, sir.

Q. Mr. Sargent, begin at the beginning and state substantially that interview as it occurred; did anybody act as spokesman on your side particularly? A. Yes, sir; I would like to ask one question.

Q. Well. A. In order to make this matter clear to the counsel and also to the Board, an explanation is necessary as to the situation that I was placed in at that time; of course I can go on and state the interview, but to make it clearly understood what Mr. Ingraham and myself represented there and our duties at that time—

Q. You had an official relation to the different divisions of the Brotherhood of Firemen? A. Yes, sir.

Q. State briefly, coming to this, what your duty was in reference to a difficulty of this kind. A. The grievances of our men having been

placed with the grievancies of the engineers, as a rule of the two organizations, they would coöperate together, and being presented by the respective committees to the officers of the road and not meeting with a proper adjustment, they were then placed in the hands of the Grand Master and the Grand Chief; in the absence of the Grand Master a second officer comes, and in the absence of the Chief of the Engineers also, the second officer comes; they informed me that they could not make a satisfactory settlement, and it was then my duty to come here and take charge; on my arrival here with Mr. Ingraham, we examined the grievances with the committee and passed upon them, and we then requested an audience of the general manager of the road; we requested that interview on Saturday, but the general manager informed us politely that, on account of press of business, he could not meet us on Saturday but on Monday morning he would be pleased to meet us on that business; on Monday morning the committee and Mr. Ingraham and myself were ushered in, and Mr. Ingraham and myself were introduced to Mr. Martin; he received us most cordially; Mr. Ingraham being the representative of the older organization, I gave way to him, and he was the principal spokesman; he told Mr. Martin that we had come there to endeavor to make a satisfactory settlement of the difficulties between the men and the company; that the men were satisfied that there were grievances existing, and we were desirous of making a satisfactory settlement of the differences between the company and the men; that it was our object, as an organization, and it was our object, as officers, "to do that; we had not come there for the purpose of dictating or anything of the kind; we came there for the purpose of presenting these grievances to him, and we would like them taken up and discussed; Mr. Martin asked the question, "What have the engineers to do with the grievances of the firemen?" we explained then to Colonel Martin our relations and he seemed to be well satisfied; then we took up the grievances; Mr. Ingraham took up the paper which was lying on Colonel Martin's desk, I think; I may not be exact in my statement but will try to be as near as I can; he took up the paper — Mr. Ingraham did; the two grievances — if I am not mistaken they are the ninth and tenth, Mr. Ingraham took his pencil and struck them out; he said, "Mr. Martin, it is not the object of our organization to dictate who the company shall employ and who they shall discharge," and he took his pencil and struck that out and also the other section; we then discussed the question of the rights of the men; the colonel gave us a fair statement of the condition of the road, and he told us that the road had been run at a loss and that he had been compelled to go down in his pocket, as all the

other stockholders had; judging from the expressions of Mr. Martin, the road was running at a loss; Mr. Ingraham went on and stated that the men were not satisfied; there was a good deal of dissatisfaction; the colonel said, "That is not so, Mr. Ingraham and Mr. Sargent; there are a few men"—and he named Wright and one or two others, and said, "These are the men who are causing this trouble; our men are satisfied; you don't know my men;" I spoke up and said, "Colonel, we are not as well acquainted with your men as you are, perhaps, but I will say that I do not think your firemen are getting sufficient wages for their work;" I had a schedule of wages paid on other roads in this section of the country, and I said, "Colonel, it is customary on all but very few roads to pay the firemen what we are asking;" Colonel Martin said in reply to that, "We cannot do it;" then Mr. Ingraham spoke again; I don't know whether it was the language of Mr. Ingraham or myself that provoked him, but the pop valve blowed out and Colonel Martin used some pretty violent language and he made some pretty violent statements as to what he should do.

Q. I think you had better state what he said. A. Well, the colonel jumped up and slapped his hand on the table and he used these words, he said: "By —, Wright, you are the man who is doing this work; you are the man who is stirring this up;" he said, "I know my men are satisfied; I know they will stand by me;" and he said, "—— you, I discharge you; I can run this road without you; I have got men that will stand by me;" he was raving around; he does not know what he said himself and I don't know myself, because he was in a fit of passion; after he got all through he turned round to Mr. Ingraham and myself and made an apology; I said, "Colonel, it is not necessary; we did not come here to stir up any trouble, and we want to go away friends, as we came here;" we said, "You don't want to lose those men; they have run on this road for some time, and the public have confidence in them, and you don't want to lose those men;" Mr. Ingraham said, "For the purpose of coming to an agreement, we will waive the question of pay," which was the principal grievance, and he said, "Let us have an agreement with the company that the men can work under;" I want to say right here that there is not another road in the country where we have not a written agreement or schedule of rules, and that is signed by the company and by the men; with very few exceptions we have this on every road in this country.

Q. They work well? A. Yes, sir; because the men sign those, and they know what rules they are working under; Mr. Ingraham said that

we had no authority to act for the men; we had to report back to the men what was done, and we wanted something to report back; Mr. Martin said that he had authority from the board of directors to act, giving us to understand that there was no higher authority that we could apply to, and we asked him to make some agreement, or make some concessions, and he declined to do so; he got a little excited again, but he did not become violent once; after that we talked half an hour or more; we explained to Colonel Martin that these men did not come there of their own free will, they came as the representatives of the organization, the representatives of his men; the Colonel said: "You can tie up the road if you want to; I have confidence in my men; they will stand by me; and if you tie it up I will run it with incompetent men for a time if I cannot get competent men;" Mr. Ingraham said: "Colonel Martin, do you suppose you can run your road with competent men outside of our organization?" We said we were very sorry that we could not come to some agreement, and we left saying this, that we had not authority to order the men to quit work, but we would give them the authority to quit if they saw fit; it was not ordering them to strike, but it was giving the men to understand that they had the right, if two-thirds of the men on the road desired to quit, to quit; we left, after thanking Mr. Martin for his courtesy, and stating that we were very sorry that we could not come to some agreement.

Q. Did Colonel Martin say that he would not consider these grievances? A. Yes, sir; he said the men had been working under these rules; that they were satisfied, and he refused to give us any concessions, anything that we could bring back and report to the men; we told the colonel that the men had just grievances that ought to be investigated; we told the colonel that we did not claim that he alone was responsible for the grievances, but we were able to substantiate the statement that we made that there were grievances; he said we were misled and did not understand the matter; that he knew his men.

Q. From your knowledge of the work of engineers in this part of the country, is nine hours for a day's work reasonable? A. Yes, sir, it is where they are running constantly, as they run here.

Q. It is a position of great responsibility? A. Yes, sir.

Q. And two dollars a day would only equal the wages of firemen on other roads? A. It is the general wages of firemen in this part of the country; there are roads that pay \$1.80 and roads that pay \$1.90.

Q. Have you had practical experience on a railroad? A. Seven years as fireman.

Q. Do you think it reasonable that men who have hours assigned to

them to report for work, that they should be paid for the time that they stand around waiting for their engines? A. It is right and proper, if I am required to report for work at a certain hour in the day and am held there for three or four hours, as the case may be, that I should receive some recompense for it; it is the custom on nearly every road in the country when the men report there, if they detain them there any length of time, they pay them for it; I want to say right here, if these grievances had been acted on between Colonel Martin and Mr. Ingraham and myself, the grievances would be in better shape; we could have made concessions and changed them in many ways.

Q. Were you and Mr. Ingraham willing to make some concessions in regard to these grievances? A. Yes, sir; perfectly.

Q. The cause of the rupture was the refusal of Colonel Martin to treat with you? A. No, sir; it was because of his violence, his ungentlemanly treatment.

Q. Would he make any proposition? A. No, sir; Mr. Ingraham repeatedly asked him to, and he refused to give us anything.

By Mr. COHEN:

Q. Is it not true on Long Island that the firemen do not get two dollars a day? A. Oh, yes, sir; there are many localities in this part of the country where they do not get two dollars; I have a schedule, but I did not bring it along.

Q. Is there any road on Long Island that does pay two dollars to firemen? A. I could not state; there is a road on Long Island that pays excessively high wages; I was informed so the other day, but I do not know what they pay.

Q. Is it your custom, when you fail to make a settlement with the general manager or the directors of a railroad company, not to appeal to anybody else? A. No, sir; we always appeal when we have any intimation that we can appeal, but when we are plainly told that there is a certain authority, that all the authority is vested in a certain man, and we reach that authority, we certainly do not go and look for anybody else.

Q. You knew that these grievances were addressed to the board of directors? A. Yes, sir; Mr. Ingraham was informed that the board of directors had passed upon them; Colonel Martin said he was a member of the board, he was a stockholder, and he was general manager of the road; I would not say that he said the board of directors had passed on the grievances, but he said that the board of directors had given him authority.

Q. You made no attempt to appeal to anybody else after you left Colonel Martin? A. No, sir.

Q. How long did the interview last? A. I could not say positively, but I think from the time we came until we went away was about twenty-five or thirty minutes.

Q. Had you any laws in relation to ~~that~~? A. When we fail to reach any satisfactory settlement with the officers of the company we report to the men the result of what we have done; we have nothing further to do with it; then they have a right, if they wish, to leave the employment of the company; the laws of our order forbid anything of that kind unless it first reaches the head of the order and permission is given; in this case that permission was given.

Q. Your interview was with Colonel Martin? A. Yes, sir.

Q. After the interview with Colonel Martin you saw no one except the committee? A. We saw no one after the final interview with Mr. Martin; we saw the committee and gave them our orders.

Q. You had no conference with the men as a body? A. Yes, sir.

Q. After the interview? A. No, sir; before the interview, not after.

Q. You had no conference, after the interview with Mr. Martin, with the men as a body? A. No, sir; we were not required to; but understand, that matter went before the men.

Q. As a fair man, which of these grievances in this list here do you deem a very severe hardship to these men; as to the overwork, the hard strain, or anything that is in these grievances? A. The overwork, the hard strain — I don't know as you can say there is any great hardship, as far as that is concerned, any more than the men are required to work longer hours than they ought to be, at times; what I mean to say is if you require your men to work ten hours a day and pay them for ten hours work, it would not be right to ask them to run eleven or twelve or fourteen hours; if they work nine hours, if nine hours constitutes a day's work, it would not be right to ask them to run eleven hours unless you paid them for it; in that request we asked that nine hours should constitute a day's work; I want you to understand that there is never a request of that kind presented but what we are willing to meet the company a generous half way; perhaps ten hours might have been decided upon as a day's work; what we wanted was to get an agreement as to what should constitute a day's work; and on every road in the country if you run over that time you are paid for the time.

Q. You say you were willing to concede ten hours as constituting a day's work? A. No, sir; there are men on this road who have worked eleven and twelve hours.

Q. Do you know that yourself? A. We can prove that.

Q. Do you know it yourself? A. Yes, sir.

Q. Do you think that when one fireman is promoted to be an engineer that one engineer should be employed; do you think that is properly the province of the men to decide that? A. I want to explain that; on other roads in this country it is not a rule of the company, but there are a great many engineers out of employment; it is customary on the part of most roads to promote their firemen; a great many roads make it a rule to promote their firemen; now, we want to be generous to all men, and in order to promote the firemen, and also to enable these engineers out of employment to get work, we are offering this proposition in very many cases: Suppose to-day you wanted an engineer, you would promote a fireman; then, when the next vacancy occurred, if an engineer came along who was out of work and who applied for it, you would hire him; we merely put that in there as a request; it has been done on a great many roads in this country within the last few months, and it has been very satisfactory to both organizations and satisfactory to the companies.

Q. "The time of engineers to commence from the time that they report on the structure to ascertain where their engines are laid up;" do you think that is a fair request? A. I believe that when men report for duty, and these men are detained there, they should be paid for the time that they are detained; I say that when these men are required to report and stand around, something should be found for these men to do; they should not be required to stand around idle.

Q. It is also true that when these men desire to lay off they send word in the morning that they do not desire to work, and a substitute must be appointed; is it not true that when a man wanted to lay off and reported that he wanted to lay off he was permitted to do so? A. Yes, sir; I understand so.

Q. There was no deduction when he laid off except that his pay was lost; we did not charge him because we had to employ a substitute? A. I don't understand that.

Q. When Mr. Wright reported on Tuesday morning that he could not come to work, we had to get Mr. Jackson to take his place, didn't we? A. Most assuredly you had to have some one.

Q. And Mr. Jackson had to be paid? A. Yes, sir.

Q. According to your theory, Mr. Jackson had to be paid for reporting? A. No, sir; let me explain the difference between reporting and laying off; there is a rule; you are my master mechanic; I go and report to you and ask your permission to lay off; you grant me that

permission; you have extra men to fill my place; you say to John Brown "you take Sargent's run;" John Brown is paid for running my engine; he takes my pay if he does my work; now you have a rule—I am an extra man, you have a rule that I shall report for duty every morning at 7 o'clock and remain there until such time as the master mechanic excuses me; I remain there until 10 o'clock, and the master mechanic tells me then, "Sargent, there is nothing for you to do; you can go home;" I receive no compensation for that; what we ask is that when a man is compelled to remain there for any length of time, he shall be paid for that time.

Q. This rule is that the time of engineers shall commence from the time they report on the structure to ascertain where their engines are laid up; that a man, from the time he goes in there, is to be paid for the time that he goes for his tools; is that the request? A. You misunderstand that.

Q. Is not that the request? A. That is the request.

Q. Does not this telegram say that unless all the grievances are complied with by 4 o'clock there shall be a strike? A. Am I obliged to answer what that telegram says?

Q. Do you think this fifth request, that the oldest engineman in the service of the company, providing he is competent and worthy, shall have the preference in runs, providing there be a vacancy, and shall have the privilege to change runs with each other when it is satisfactory to both parties concerned; do you think that is a fair rule? A. Yes, sir; that is the rule on nearly every road in the United States.

Q. You think a railroad should let you men change whenever you choose? A. Yes, sir; when both parties interested consent to it; you must understand that "both parties" represents the engineers and it also represents the master mechanic and the road; it does not represent the men alone, but represents both parties.

Q. And the next one: "All extra enginemen ordered to report for duty, shall receive one-half day's pay, providing he is not held for duty more than four hours, and shall receive a full day's time for the same if sent out on the road;" that you consider a hardship, do you? A. I consider that a reasonable request; and while everything that is asked for in there might not be conceded, I think that there could have been a rule arranged on that subject.

Q. You heard Mr. Wright say that he sent that telegram? A. Yes, sir; I did.

Q. And you heard him say that that was a correct copy of the telegram? A. I did.

Q. The rules of your organization require that every means shall be resorted to to effect a settlement that can be employed? A. Yes, sir.

Q. Do you think that you did everything that you could do with the directors of this company when you saw Colonel Martin? A. Yes, sir; we did.

Q. Were the men justified in sending such a telegram? A. I will say that the men were justified in quitting work.

Q. Were the men justified in sending such a telegram—that if their demands were not acceded to by 4 o'clock they would quit work? A. That telegram was wrongly worded.

By Mr. GAYNOR:

Q. You think, from the way they were treated by Colonel Martin, that they were justified in going out? A. Yes, sir; if I did not think so I would not have consented to it.

Q. Did Colonel Martin inform you and Mr. Ingraham that he would not make any concessions, and say that the men could tie up the road if they wanted to? A. Mr. Martin used these words: "By —, I am running this road; I am the man; I am going to run this road myself, and if you don't like it you can tie up and be —;" those were his words.

Q. In your capacity you constantly come in contact with the officers of a great many roads? A. Yes, sir.

Q. Have you ever been treated so before? A. No, sir; I never received the same treatment from any railroad official that took place in the presence of Colonel Martin; he was not responsible for his words.

Q. You say after leaving Colonel Martin the matter was placed before the men? A. Yes, sir.

Q. Who put it before the men? A. The committee.

Q. Is it not a fact that a tally vote was taken by the men in regard to quitting? A. Yes, sir; it requires a two-thirds vote in favor of quitting work to allow them to quit.

Q. In the case of a man who is regularly employed by the day, supposing that he is required to report, I will say at 5 o'clock in the morning, and he is kept waiting to be put on an engine for an hour and a half, the question is whether that hour and a half should not constitute a part of his day's work? A. Yes, sir; as I said, that resolution would have been differently drawn up if Mr. Ingraham and myself were able to make a settlement with Mr. Martin; of course, when we presented those grievances we presented what the men desired.

By Mr. COHEN :

Q. Your main object was to get a set of rules? A. Yes, sir.

Q. It was not so much to get what was asked for in the grievances, but to have some system, some set of rules to work under? A. Yes, sir.

Q. Is it not a fact that in the New York Elevated railroad difficulty a conference was had with the directors; after Mr. Haine had refused to have anything to do with the men Mr. Arthur conferred with the directors of the road? A. Yes, sir; because at that time Mr. Haine said that he had no authority to treat with us; he said he had not the authority, but we could go to the board of directors if we wanted to; in this case Mr. Martin said that he had the authority, that he represented the board of directors, and it was necessary not to go to the board of directors.

Q. Don't you know, from your knowledge of railroading in this country, that general managers have not that authority? A. No, sir.

Q. Are not the directors the superior authority? A. They are the superior authority unless they vest that authority in the general manager; I can state instances where general managers have that authority.

Q. Did you know that the board of directors had vested that authority in Colonel Martin? A. No, sir; I will say to you, sir, that if you, as a gentleman, told me that you had authority, as the general manager of the Brooklyn Elevated road, to settle that matter, I would suppose that you spoke the truth; I would take your word in the matter, would not go to anybody else.

Q. Didn't you state that Colonel Martin was very much excited? A. Yes, sir.

At the request of Mr. Cohen, an adjournment was then taken to July 16, 1887, at 9.30 o'clock, A. M.

At which time the Board met at the same place, all the Commissioners being present.

JAMES WRIGHT, being recalled on behalf of the employees, testified as follows:

By Mr. GAYNOR:

Q. Mr. Wright, what is the time of the enginemen — what has been the time of the enginemen on this railroad? A. From ten to eleven hours.

Q. Any run over eleven? A. The last four engines run a little over eleven hours, I believe.

By Mr. COHEN:

Q. How many trips did you make a day? A. Six.

Q. How much actual time did you consume in running those six trips? A. The actual time in going over the road?

Q. Yes, in going over the road? A. An hour and four minutes.

Q. An hour and four minutes is the running time for each trip, and you make six trips? A. Does that include the relay?

Q. No; exclusive of the relay? A. The actual running time on the road?

Q. Yes, sir? A. An hour and four minutes.

Q. For the six trips, six hours and twenty-four minutes; that is the actual running time, is it? A. Yes, sir; that is the way it figures up, I believe.

Q. How is the balance of the time occupied? A. In attending to the company's business.

Q. In doing what particular work? A. In backing our engines, oiling our engines, and looking after them.

Q. So a day of six trips takes six hours and twenty-four minutes, and the balance of the time is occupied with work on the engine? A. Yes, sir.

Q. What time did you go to work on your engine? A. I went to work at 5.45.

Q. And what time did you quit? A. Eighteen minutes past two.

Q. How many hours is that? A. That is a little over nine hours and a half.

By Mr. GAYNOR:

Q. You reported at 4.45, didn't you? A. Yes, sir; 445.

By Mr. COHEN:

Q. And you quit at 2.18? A. I believe that is the time.

Q. Have you ever worked over eleven hours on this road? A. Yes sir, I have; I made several extra trips.

Q. Were you paid for those extra trips? A. No, sir.

Q. When did you make those extra trips? A. It was some time ago; when the road first opened we were obliged to make ten and eleven trips.

Q. You have not made any trips within the last year but what you were paid for, have you? A. No, sir.

Q. Did you ever see a road on which the rules of civil service, of promotion from firemen to engineer, were ever more strictly carried out? A. I don't understand the question.

Q. Whenever there was a vacancy was it not filled by a promotion from fireman to an engineer? A. No, sir; not always.

Q. Is it not true that, as a rule, firemen were promoted to engineers? A. On the Brooklyn Elevated, do you speak of?

Q. Yes, sir. A. Yes, sir; with one exception.

Q. As a rule, the practice was to promote from fireman to engineer? A. There was no rule on the subject.

Q. It was a practice? A. Yes.

Q. And strangers were not taken in when there was a vacancy? A. I know of one engineer who was employed.

Q. Do you know of any road that has a better record than that? A. What do you mean by a record?

Q. That when there is a vacancy take a fireman, in the order of promotion, and promote him to the position of engineer; do you know any road that does any better than that? A. I know a road that does equally well.

[A printed notice to passengers on the Brooklyn Elevated railroad to insure against accidents was here shown to the witness.]

Q. Do you know anything about this circular? A. It is the first time I have ever seen it.

Q. You had nothing to do with the printing of it? A. No, sir.

Q. You do not know that it was circulated last night? A. No, sir; do not.

Q. And if it was circulated it was done without your authority, of course? A. Yes, sir.

Q. What intermission did you have for your meals? A. I ate them while I was running.

Q. And that is the custom throughout the country? A. No, sir.

Q. Will you tell me what the custom is? A. The custom is to sit down to a table and eat like a white man.

Q. Is that the custom on the New York roads. A. I don't know anything about the New York roads.

Q. Do you know anything about what the custom is on roads similar to your road in New York city? A. All I know is what is done on the Brooklyn Elevated road.

Q. You have not made any complaint about that, have you? A. I don't complain now.

Q. You said you were perfectly satisfied, didn't you? A. I never made that assertion.

Q. You said you were satisfied up to the fifth of July? A. I was simply speaking of the general manager.

Q. And you were satisfied with your wages and your hours of work, were you not? A. I was.

MICHAEL NILEN, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. GAYNOR:

Q. Mr. Nilen, were you employed recently by this road before the tie-up? A. Yes, sir.

Q. I believe your place was in the master mechanic's department, was it? A. Yes, sir.

Q. On the outset, that is the fifth of July, did Mr. Wright, the engineer, report to you for leave of absence? A. Yes, sir.

Q. And did you report it to Master Mechanic Ball? A. Yes, sir.

Q. Did he make any objection to it? A. No, sir.

By Mr. COHEN:

Q. Did he do that to you on Wednesday? A. No, sir.

Q. On Thursday? A. No, sir.

Q. On Friday? A. No, sir.

Q. On Saturday? A. No, sir.

Q. On Sunday? A. No, sir.

Q. Nor on Monday? A. No, sir.

Q. How long a leave did he ask? A. He said that he was on business, and as soon as he got ready to report he would.

By Mr. GAYNOR:

Q. That business was this committee business, wasn't it? A. I don't know what it was.

RALPH STRUBLE, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. GAYNOR:

Q. Before the tie-up were you employed by this railway company? A. Yes, sir.

Q. And were you the chairman of the firemen's committee that has been spoken of here? A. Yes, sir.

Q. And you were present on the eleventh of July at the meeting? A. Yes, sir.

Q. Prior to the eleventh of July had the firemen's committee called on Colonel Martin? A. Yes, sir.

Q. And had you presented the grievances of the firemen? A. Yes, sir; I did.

Q. One of them being that you wanted an advance of twenty-five cents a day? A. Yes, sir.

Q. The firemen and the engineers had combined together for the same purpose, or worked together? A. Worked together, yes, sir.

By Mr. COHEN:

Q. The increase in pay demanded was by the firemen, was it? A. The request, yes, sir.

Q. You requested an increase of pay for the firemen, did you? A. I asked him for it.

Q. How long have you been on the road? A. I have been on the road since it opened, for the last two years.

Q. Promotions were made from your ranks to the post of engineer generally? A. Yes, sir.

Q. You men were treated well; you found no fault? A. I couldn't find no fault.

Q. You were treated well? A. Yes, sir; we were treated well up to this time; we thought we should have extra pay; we were promised, that is, we thought we were promised, and we wanted to see what we could do.

Q. Do you know anything about the finances of the company? A. No, sir.

Q. Did you know whether the road was paying or not? A. I did not, only what I saw through the papers.

Q. Do you know whether they paid their office charges or not? A. I can't say, sir; I always got my money.

Q. What are the wages of the firemen on the New York elevated railroads? A. They get two dollars a day.

Q. Is it not a fact that the taxes and rents are much higher in New York than in Brooklyn? A. I don't think there is much difference.

Q. Do you know anything about the roads on Long Island? A. I never worked on Long Island roads.

Q. Do you know any firemen on Long Island who get two dollars a day? A. I don't know as I can say that I do.

Q. What time did you go to work? A. I report at 5.20.

Q. What time do you leave? A. I leave at 2.48.

Q. Is it not true that when you first went on the road the understanding was that the men should work ten hours a day? A. That was the understanding, as far as I know.

Q. Do you know what the object was of these other requests that are on the list of grievances? A. I am only on the firemen's side; I am not on the engineers' side.

Q. And your only point was that you wanted an increase of wages?
A. That was our main point; we had other little points to look up.

Q. When did you call on Colonel Martin? A. On the nineteenth of May; I think it was the nineteenth of May.

Q. Were any of the engineers with you at that time? A. No, sir; only the firemen.

Q. What did Colonel Martin say to you? A. He came into the room; he advanced to me and he said, "What do you want of me?" I said, "There is a grievance that the firemen have that we want to suggest to you;" he took the list and read it down to number four, and he said in regard to wages, "You might just as well tell me what I shall pay my clerks; you want to run the road;" and we only asked that in regard to wages, and we have asked an advance when we run extra at night.

By Mr. GAYNOR :

Q. You say that Colonel Martin said, "You might as well come down and tell him what he would pay his clerks in the office?" A. Yes; it was as much as to say that we wanted to run the road.

Q. Have you got the list of grievances that you presented? A. Yes, sir.

Q. Show it to me. [Witness here produced a paper.]

By Mr. COHEN :

Q. Did Colonel Martin receive you nicely and treat you in a gentlemanly way? A. He got a little on his high horse on some points but he treated us like gentlemen.

By Mr. GAYNOR:

Q. Is it not a fact that prior to that time Colonel Martin had promised to advance your wages? A. He said in six months we would have an advance and get as good wages as they paid on any road; we worked along on that until the boys got a little dissatisfied, and we went down to see Mr. Martin to see what we could do.

Q. As a matter of fact, don't you know that this road is well patronized by the public? A. Yes, sir.

Q. And its income is large is it not? A. Yes, sir; I should think so from the amount of business.

Q. And as to whether it has to pay interest on fictitious bonds or an unfair amount of stock you don't know or don't care? A. I don't know anything about their business.

FREDERICK LIMBERG, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. GAYNOR:

Q. In what capacity are you employed on this road? A. Locomotive engineer.

Q. Did you have any conversation in May last with Master Mechanic Ball? A. I had.

Q. What was it—briefly? A. On the fifteenth of May the firemen on locomotives had a union meeting in New York city, at Tammany Hall.

Q. Come down to the conversation with Mr. Ball. A. It was on the seventeenth, the second day following, Mr. Reed, an engineer on the road, and I were talking along side our engine.

Q. Did they talk of it at this meeting? A. No, sir.

Q. Why do you allude to it? A. What Mr. Ball brought up in his conversation.

Q. Now go on from that point? A. Mr. Ball did state to us that the railroads were not going to hire any more engineers; that they would promote their firemen; by doing this they would have to pay their firemen, as engineers, only three dollars a day.

Q. The first year that meant? A. The first year, yes, sir; and by doing this, promoting them and making firemen engineers, just before the year was up they would find some fault with them, or put them back as firemen, or else discharge them; this was the only means to break up the Brotherhood of Locomotive Engineers, because the firemen were not eligible to membership in the Brotherhood of Locomotive Engineers.

Q. Why were they not eligible? A. Because they had not run an engine a year.

By Mr. COHEN:

Q. Mr. Ball had not the right to employ or discharge any men? A. I could not tell you.

Q. You never knew him to discharge anybody, did you? A. I never knew him to discharge anybody.

Q. And as far as that conversation affected you, it might as well be said by any other employe of the road; he had not the power to discharge you, had he? A. He had the power to make it hot for us.

Q. He had the power to watch you? A. He was always watching us.

Q. You firemen were not opposed to promoting the firemen, were you? A. No, sir; I like to see a fireman promoted; I wanted to see them promote one fireman and then hire one man.

Q. Did they ever take a man from outside, who had not been a fireman on the road, and appoint him an engineer? A. Yes, sir; one.

Q. That is the only one you know? A. Yes, sir.

Q. How long have you been on the road? A. A little over two years.

Q. And every other vacancy was filled by promoting a fireman? A. Yes, sir.

Q. Were you badly treated on the road? A. No, sir; Mr. Martin has treated me as a gentleman; Mr. Ball is no gentleman.

Q. Don't you suppose there are other men on this road who are not gentlemen? A. Not my superiors.

Q. Mr. Ball is the only one? A. Yes, sir; the only one I know.

By Mr. GAYNOR:

Q. What did Mr. Ball do? A. He tried to down our order.

Q. Used to make reports of the firemen and engineers to the general manager? A. I could not tell you.

Q. Is not that one of the grievances in your list, that they always promoted the firemen? A. Yes, sir; we wanted one fireman promoted and one engineer employed.

Q. That was an unfair discrimination against the Brotherhood of Engineers? A. Yes, sir.

Q. And, as you say, until a fireman has run as engineer one year he would not be eligible to membership in the Brotherhood of Engineers, and his wages would be less the first year? A. Yes, sir.

WILLIAM J. POWER, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Did you have a conversation with Mr. Ball in November last? A. I did, sir.

Q. How were you employed on this road? A. Employed as fireman; classed as fireman-engineer.

Q. Was that conversation about the Brotherhood of Engineers? A. It was.

Q. State briefly what it was, without adding anything unnecessary? A. As near as I can recall, between 7.30 and 8 o'clock on the night of the seventh of November, Wednesday night, Mr. Ball had the conversation with me in relation to the brotherhood; he stated there were five or six brotherhood men on the Brooklyn Elevated road that were trying to run things, but he said he would be — — if they would do it; he said "I am master mechanic of the road, and by — — they will know it."

Q. What did he say in reference to the brotherhood? A. He said he would be — — if they would run that road.

By Mr. COHEN:

Q. Did you ever know Mr. Ball to discharge anybody on this road?

A. I did, sir.

Q. Who did he discharge? A. William H. Peck, whose place I took on September twenty-sixth.

Q. Did he consult Colonel Martin in reference to that discharge?

A. I don't know anything about his business with Colonel Martin.

Q. For aught you know he might have consulted Colonel Martin before making the discharge? A. Yes, sir.

Q. Was not Colonel Martin friendly to the Brotherhood of Engineers? A. As far as I know, he was.

Q. Did you ever know him to make inquiry whether a man was a member of the brotherhood? A. I never did.

Q. Did you ever know him to make any remarks about the brotherhood? No, sir.

Q. Did you ever know him to discriminate against the Brotherhood of Locomotive Engineers? A. Not that I know of.

Q. Don't you think if you had a servant girl who was trying to run your household you might say that you would not have her run your house? A. I might consider so.

Q. Even if she were a member of the sisterhood of servant girls? A. Yes, sir.

Q. Had not Colonel Martin attended a ball of the brotherhood? A. Not that I know of.

Q. Didn't they present him with a charm, as a token of their esteem? A. On Mr. Snedeker retiring from the management of the road, I think they did.

Q. If he did not attend that ball, did Colonel Martin buy any tickets for that ball? A. I don't know, sir.

By Mr. GAYNOR:

Q. Would you find any great fault with the servant girl Mr. Cohen speaks of, if she made the requests he speaks of? A. Not if she was entitled to it.

Q. Did you make this affidavit? [Showing witness an affidavit.] A. I did, sir.

Q. On the seventh of November, did Mr. Ball say he would down the brotherhood, — — — them? A. He did, sir.

Q. Why didn't you state that when I asked you what he said? A. I believe the opposing counsel interrupted me; that is the reason I did not state it before.

JAMES WRIGHT, being recalled on behalf of the employes, testified as follows:

By Mr. GAYNOR:

Q. As a matter of unfair discrimination against the Brotherhood of Engineers, or non-brotherhood, do you know of any particular instances? A. I know of two instances where two men belonging to the brotherhood were discharged for passing a red signal.

Q. They should have stopped, should they? A. Yes, sir; they should have stopped.

Q. And they ran by it? A. One of them ran by it and another lapped it — what is called lapping it.

Q. Go on; don't stop at that. A. There was another non-brotherhood man who did the same thing, and was suspended for fifteen days, and was not discharged.

Q. Do you know of any other instance? A. No, sir.

[Mr. Gaynor then rested the case of the employes.]

FREDERICK MARTIN, a witness called on behalf of the Brooklyn Elevated Railroad Company, being duly sworn, testified as follows:

By Mr. COHEN:

Q. Colonel Martin, how old are you? A. I am fifty-two years of age.

Q. When did you first take a position on the Elevated road? A. Some time in 1879.

Q. During its construction? A. Yes, sir.

Q. When the road began operations, what was your position on the Elevated road? A. I was superintendent of construction.

Q. When did you become general manager, Colonel? A. Well, I think it was the first of last January.

Q. January, 1887? A. Eighteen hundred and eighty-seven.

Q. You succeeded Mr. Snedeker, did you not? A. Yes, sir.

Q. You consider yourself somewhat of a disciplinarian, do you not? A. Well, yes, sir; oh, yes, decidedly.

Q. Were you in the army? A. Yes, sir.

Q. When you took hold of the road, did you have, or have you now, any opposition to any organization of men in your employ, and particularly to the Brotherhood of Engineers? A. None, whatever.

Q. You believe that they have a right to have any organization that they choose? A. I believe that that is their business, so long as they do not interfere with me; it was something I had nothing to do with.

Q. You knew that they had such an organization? A. Yes, sir.

Q. And did you recognize it? A. I knew it existed.

Q. And did not object to it? A. No; I had nothing to say; it was none of my business.

Q. You attended their entertainments sometimes? A. Sometimes, yes, sir.

Q. And you never made any discrimination against a man because he was a member of such an organization? A. No, sir; never.

Q. Will you tell me how you employ your engineers and firemen, and what the method of promotion is on your road? A. I will have to go a little back of that; I opened the road after it was constructed; when it was first opened I put it in operation, and I was the general superintendent of it, and at that time, of course, all employes had to be hired; we had no one then for operation; they were all men on construction; we hired our engineers and our firemen, conductors and brakemen, and so on; after that I established a rule that all vacancies in the engineers should be filled by promotion from the firemen, the senior fireman being entitled to the first examination for the vacancy; if he failed in the examination he had to go down to the tail of the list and come up again, and the next man was examined; the same way in reference to brakemen and conductors, or gatemen and train hands; they were advanced a step higher, as far as they could go.

Q. And that rule was carried out in every case? A. Absolutely, yes, sir; that is, up to the time I left it; that was the 1st of January, 1886.

Q. And when you resumed again, the first of January, that rule was continued in force, and has not been changed since? A. Yes, sir; it never has been changed, and it has never been violated except in one instance, I believe; that was in my absence.

Q. State whether you ever received any complaints from the men of harsh treatment, and if so, what they were? A. It was understood on the road that I was open to a hearing if the men had any grievances; the men availed themselves of that and came to me when they had any complaints to make.

Q. In regard to the financial condition of this road, has it ever declared any dividend on its stock? A. I have never heard of one.

Q. Is it not a fact that the road has never declared a dividend? A. Yes, sir.

Q. The condition of the road did not warrant the payment of any? A. It never has; we have always advanced money to pay the interest; not all, understand, but some of it.

Q. This road is very young, is it not? A. Yes, sir; it has only been in operation two years.

Q. As roads run, that is very young, is it not? A. Yes, sir.

Q. Will you state how many trips the engineers make a day, and what are the hours of working? A. It would be almost impossible for me to give them; there are two classes of engineers, regulars and swings; I wanted that each man should run about six trips, not to exceed six trips; that I would call a day's work; the regulars did that; that was a day's work, and anything over that was to be paid for extra; the swing men made, some five and some six; while they did not actually run their engines any more hours than the regular men did, their six trips were scattered over more hours; the men in the morning would go home and come back in the afternoon and fill up the trips.

Q. And the firemen — was it similar to that? A. They follow the engineers.

Q. Each engineer has his fireman? A. Yes, sir.

Q. When the engineers and firemen went to work on the road, what was the understanding as to the time that should constitute a day's work? A. It was expressly stipulated that ten hours should constitute a day's work; \$1.60 for firemen and ten hours a day's work; the engineers, \$3.00 a day and ten hours a day's work; we took about three months, I think, to find out who were the proper ones; they had our pledge to get \$3.50; it was only about three months, I think, when they got \$3.50; there is Wright; how long was it Mr. Wright?

Mr. WRIGHT — It was three months or a little over.

Q. Was there such an understanding between the firemen and you in relation to wages? A. I think I saw every man; in fact, I must have seen every man, because nobody else employed anybody.

Q. And in about three months the wages were raised to \$3.50? A. Yes, sir; of course we got a good many men who were not desirable, and we had to drop them out until we got a steady force, and then the wages were raised; in fact, I was pledged to the firemen to that effect.

Q. When the road was first put in operation there were some casualties, owing to the lack of knowledge of the operation of the road? A. We had delays, and draw-bars broken; not to any extent, because we had a very good class of men, but we had detentions and delays; it would necessarily be so on any road.

Q. Now, as to reporting for leave of absence, what was your rule in regard to that? A. The rule was that an engineer or fireman, anyone in the mechanical department, should apply to the master mechanic; he was the only one that I regarded as head of that department; if it was on the trains it must be to the superintendent of transportation;

if it was at the station, to Mr. Reagan, the station master; if it was for any extended absence, they must report to me and I would grant it.

Q. Is it true that if a man was absent without leave one day he would have to report the next day? A. He would be marked absent without leave of absence for that day, and would have to report the next.

Q. And if he wanted longer time he would have to specify when he would return? A. Well he did not have to specify; he had to ask leave of the company; we did not have anybody saying that they would come back when they were ready.

Q. When Mr. Repscher and Mr. Wright absented themselves, had they reported to anybody who had the right to excuse them? A. They did not.

Q. Did they report to Mr. Ball or Mr. Frost? A. They did not; I was not with Mr. Ball or Mr. Frost any great length of time, but when I found that these men were absent without leave of absence, I investigated the matter, and the investigation showed, from the best information that I could get, that they had not reported, had absented themselves without leave, and they were around Brooklyn; in fact, I met Mr. Wright and Mr. Repscher on the train, and it was there that they handed me that note asking for an interview; I thought that those gentlemen should have shown me the courtesy to come up to the office if they had any business with me.

Q. What was the reason of the discharge of Mr. Wright, Mr. Repscher and Mr. Smith? A. Mr. Smith was not discharged; the committee consisted of six, I think, three engineers and three firemen; more correctly speaking, I suppose it was a joint committee; and after the matter was presented and was discussed (and my friend, Mr. Sargent, says I would not discuss it), and after some little conversation, I asked Mr. Ingraham (if I make a mistake, Mr. Sargent, will you correct me, because I was pretty hot that day), I said, "Now, Mr. Ingraham, I have given considerable of my time to the affairs of your body; will you listen to me now while I tell you a grievance of mine?"—something to that effect, and then turned to Mr. Wright, who was sitting immediately on Mr. Sargent's right, and asked him why he had not reported, and I think I gave the account I had; I am not positive, but I think I told Mr. Wright that his son had not reported, as has been stated here; that he had absented himself without leave; the same thing applied to Mr. Repscher, and I discharged them; I then turned to Mr. Smith and said, "I believe you to be an honorable man, and you had some

feeling of shame because of the way you were treating us, you did go to the yard and although you did not report, you hung around there as if you wanted to and could not;" I then suspended him for fifteen days, I think—no, I simply suspended him without naming any number of days.

Q. Is this the copy of the list of grievances that was presented to you on the fifth day of July? A. No, it ain't the copy; it is the original.

Q. Will you now state what occurred at that interview on the fifth of July? A. Well, it was a pretty warm meeting on my part; are you referring to the first meeting?

Q. The meeting on the fifth when that was presented? A. I think there were but three came then, and they were the engineers; I am confident there were but three; and I told them then, after looking over this thing, this paper, I got down to something about the firemen; I had been led to suppose that the Brotherhood of Locomotive Engineers did not allow them to take up the case of any other men, and when I came to that I raised the question why that was in a paper that was headed "Division 299;" while I cannot say what they said, they gave me the impression that they were making common cause, that they were representing the firemen; at any rate, after looking it through, I said that I would not go into the subject at all; the rules of the company had been made two years ago; these men had lived happily and pleasantly under them; that I saw no reason why they should be changed, and that I would not allow them to come into that office (it was an insult to me) and dictate rules for the government of the road; it was property I was placed there to protect, and I proposed to protect it in my way and not theirs; I think I asked Mr. Wright then, who was, I believe, the chairman of the committee, "Have you any personal grievance?" he said, "No, I have not; I have always been well treated;" Mr. Repscher was the next; I asked him the same, and Mr. Smith; they all answered that they had not; they have always treated me very justly and very kindly since they have been on the road; I want to say that for the men.

Q. You had your rules on the road? A. We had.

Q. And they had worked satisfactorily? A. Yes, sir.

Q. And under those rules you never had any accident or any trouble in the management of the road? A. No serious accident.

Q. Will you take that list and tell me where they were endeavoring to poach on your preserves in the construction of rules that were thought best for the interests of the public and the company? A. I

thought that the whole thing was wrong; that they had nothing to do with what the rules should be, unless some order I had issued worked injustice to them, and then personally or as a committee they had a right to come to me for correction; I wish they had never presented this paper; well, the nine hours—I had hired them for ten—so stated to all, and as the average time made is about nine hours and a half (that would be the average time if you take it through the road) I thought it was an unreasonable request, and one that they had no right to make, because they had agreed to work for me for ten hours.

Q. If a man worked more than the six trips was he paid for the extra trip? A. He was always paid unless he did it within the ten hours; a man making an extra trip would almost invariably run over the ten hours.

Q. He was paid for that extra trip? A. He was paid for the extra time, yes, sir.

Q. It says that engineers shall get \$3.50 per day and firemen two dollars per day of nine hours? A. That meant that all engineers should get \$3.50; promoted engineers we had paid, for the first year, three dollars, and that was understood always from the commencement of the operation of the road; that I thought was unfair and unreasonable.

Q. Are there any railroads on Long Island that pay firemen two dollars a day? A. As far as I have been able to learn, the rate of pay is about forty-five dollars a month; that is on the Long Island road, and I have not been able to learn of any of the summer roads paying any more.

Q. Go on with the list? A. "That when one fireman is promoted to be an engineer that one engineer shall be employed;" I had given my word to the firemen that I would not employ engineers, and I meant to keep my word, and I will, too; "The time of engineers to commence from the time they report on the structure to ascertain where their engines are laid up;" they report ten minutes before the starting time; I think I had a list and have a list made up that shows that, with the reporting, it was less than ten hours; I had the list made up from the time; "That the oldest engineman in the service of the company, providing he is competent and worthy, have the preference in runs, providing there be a vacancy, and shall have the privilege to change runs with each other when it is satisfactory to both parties concerned;" now the first four lines of that is a rule that has always prevailed on the road; the oldest engineer has the selection of the run; the next oldest has the next privilege; he need not take the last run on the road but he could pick out any

ruh that he wanted; the next man had the next privilege, and it ran on so down the list; so that this part was entirely unnecessary; but the next part, "Shall have the privilege to change runs with each other when it is satisfactory to both parties concerned;" I thought one thing about that was a hardship; for instance, that an old engineer should change with a young one who was at the bottom of the list, would change him above the old engineers; the choice runs commence early in the morning, and end about ten minutes past 2; if the first man would change with the last one, that would put the last one ahead of all these old engineers.

Q. That would put him, the last man, for that time, ahead of the others, who should have the choice; and that would be done under that rule, without consulting you? A. I would not have the men swap around that way any way.

Q. Not without consulting you? A. I would not have it any way.

Q. Go on with the list? A. "Any engineer completing an unfinished day for another, excused from duty, shall receive pay per hour for the same as the regular men;" that is, if a regular man was excused during part of his run—half of his run—and an extra man put in his place, a three dollar man put in his place, we must pay the three dollar man the same as the regular man, which would necessitate our keeping two accounts with that man in the office; one at three and one at \$3.50; that I would not listen to; "All extra engine-men ordered to report for duty shall receive one-half day's pay, provided he is not held for duty more than four hours, and shall receive a full day's time for the same, if sent out on the road;" extra engineers took this position, accepted it, with the understanding that they were to get such extra work as there was outside of the regulars, by the absence of a regular, or any extra assistance required on the road; they took them with that full idea, and they are obliged to report at a certain hour in the morning, and if they were not wanted they went home; again, they would report in the afternoon, and if they were not wanted they would go home again; they were not retained any length of time; I am under the impression, but I am not sure, that they were never retained any length of time without being paid; if they had been and I had known it I would not have allowed it; I am quite strongly of the impression that they were never retained any length of time without getting pay for it; then it says, "And shall receive a full day's time for the same if sent out on the road;" we never did it and would not; if they ran one trip they got half a day's pay; "That no engineer shall be discharged for serving on any committee or be suspended or discharged for any cause whatever without

first having a fair and impartial hearing, and if suspended, shall receive full time and pay during such suspension, if exonerated from blame;" there never was a man on the road that did not have everything that is asked for there.

Q. Was any man ever discharged for being on any committee on the road? A. No.

Q. Up to the time that petition was presented to you? A. No, sir; never have been suspended or discharged, up to that time.

Q. Did you think that the claim that they should have full pay while they were suspended was just? A. Well, yes, sir; if he was unjustly suspended, it would be very fair that he should have full pay, but if he was justly suspended he should not be paid anything until he was reinstated or discharged; "That we be taken from under the jurisdiction of Mr. C. A. Ball and Night Boss Hustler Williams for various reasons that, if an investigation be ordered, we will show good cause for the same;" that was something that I thought they didn't have anything to do with, whose orders they should be under; Mr. Ingraham agreed with me entirely.

Q. Is Mr. Ball still in the employ of the company? A. Yes, sir.

Q. Had he the power to discharge or employ any person? A. He had not.

Q. Always was referred to you? A. What—the discharge or the employment?

Q. The employment? A. If there was a vacancy I always was consulted about that appointment; I want to say that Mr. Ball never had authority to suspend a man for fifteen minutes; I always took charge of the punishments myself.

Q. Mr. Williams, that was the same with him? A. He saw very little of the men; he is there at night; "That the cases of George Deremer and F. H. Tucker be opened for another hearing, as Messrs. Ball and Williams have both promised these two men that they would be reinstated in their places inside of twenty days;" in regard to that, whoever Mr. Ball made that promise to, they knew he could not keep it; that I employed the men and discharged them; it was not worth discussing; Mr. Deremer and Mr. Tucker ran by a red ball, a danger signal; Mr. Deremer was sent for and came to my office; I said to him, "Deremer, you are in trouble; what have you to say?" He said, I haven't anything to say; I was fixing something and stooping down and did not think to look at the signal; didn't know anything about it until the switch was reached;" he said, "I have nothing to say against it;" Tucker was a promoted fireman; he made an appeal to me; said he was married and had a family; made a pretty strong

appeal to me; and when they do that I have to get out of the room because I can't stand it; I said, "I can't break the rule, and when a rule of that kind is made I must enforce it."

Q. There was a third man who they claim was treated in a different way and was not discharged; if there was such a case, explain it? A. Waterbury was in the Fulton Ferry station and he was running out at the switch tower at the Fulton ferry station; he came out pretty fast but as he stated to me, he got a good deal of water in his boiler and he could not get a vacuum, and he ran on, thinking that he had space enough, and he did not have space enough to pull the brake, bringing his engine past the jump, which was not running by a signal and he even said to me that Mr. Wright was standing at the station and said to the switchman, "That man is not to blame; the water in his boiler prevents him from getting a vacuum; he hasn't a vacuum and he is not to blame;" I thought Mr. Wright was pretty good authority and after investigating, I thought he was not very much to blame, and I suspended him instead of discharging him; the question of whether he was a brotherhood man had nothing to do with it, and I didn't know whether he was or not until I heard it here.

Q. Now what occurred next? A. On Friday, the eighth, I was on a train coming west, and when I got on I stood on the platform and Mr. Wright came out and handed me a note; I read the note, and it was a request to meet Mr. Ingraham and the committee—I should say Mr. Ingraham and Mr. Sargent—on Saturday morning at 10 o'clock; well Saturday being a half-holiday (which I hope all will remember here) is a very busy day for me, and I told Mr. Wright that my engagements were all made for Saturday morning and it would be impossible for me to meet these gentlemen that morning; whether it was that instant or whether he, Wright, went in the car and returned to me and said, "When will it be?" I said Monday morning at 10 o'clock; I am not positive whether Mr. Wright named the time as Monday morning at 10 o'clock or whether he had to see somebody to see whether that would be agreeable, but at any rate, I held myself for Monday morning at 10 o'clock.

Q. Now will you state what occurred at that meeting on Monday morning? A. On Monday morning three of the fireman came in and three of the engineers, with two men that I didn't know at that time, and Mr. Sargent was introduced as grand master, I think; at any rate, it is the head officer of the Brotherhood of Locomotive Firemen; and Mr. Ingraham as grand engineer of the Brotherhood of Engineers; the question arose at once on this paper, and I took it out

of my drawer, telling Mr. Ingraham that I had looked it over; that I could not agree to it at all; that as the men had lived under the rules of the road for two years perfectly happy, I saw no reason to change them; that I objected to the men making rules to guide us; that that was our property; that it was run on American principles; that if a man wanted to leave, I would give him a very good letter to help him get employment anywhere else; he read them over and said, "First, I want to strike out that," in a very pleasant way, and he took his pencil and struck it out; there were some remarks, Mr. Sargent and Mr. Ingraham urging me to make some concession, and waiving many things that are here; they asked me to make some written agreement, for the company, with the men; I said I saw no reason for that; that the men were working under the rules of the company and got all they wanted, and I declined to sign it; I turned to Mr. Sargent then, and I addressed my conversation particularly to him, because he was the more immediate representative of the firemen, and I told him that I thought \$1.75 that was being paid was good pay in Brooklyn and was better, so far as my information went, than any other road on Long Island was paying; and I told him that I thought \$1.75 in Brooklyn was quite equal to \$2.00 in New York, and I stated to him another reason why we could not pay it, that I wished we were able to pay it; I believed in having well paid officials, and I think so still; after I had been talking with him on this subject—a little heated at times—Mr. Sargent said, "I have investigated the cost of living, and I find that a man cannot live on \$1.75 a day without economy, or great economy—I don't know which he said; I said I had investigated the affairs of the company, and they could not afford to pay any more than \$1.75; I investigated my side, and he his; I think we all came to the conclusion that we could not come to any settlement; I think we all agreed to that; and then these gentlemen got up to go; I don't know whether they got up to go or not, but then I called Mr. Ingraham's attention to the fact that I had some business to transact with Mr. Wright, Mr. Repscher and Mr. Smith; they were old friends of mine; that is, old friends of the road; I had never known them before they came on the road; I got very much excited; I was very much hurt at the trouble these men had made me; they had violated my rule, as I thought, intentionally, to show their independence of the rules of the company; not that they had any personal enmity to me, but to show their independence of the rules of the company; whether they were members of the Brotherhood of Engineers or anything else, I was determined that they should not do that; I had no objection to the brotherhood; I think it is a very

good thing on a road, on any road; I then discharged, as I have said already, Wright and Repscher, and suspended Smith.

Q. And the main object of these men was that you should give them something in writing? A. Yes, sir; something in writing.

Q. And the main object was not to get you to concede anything claimed in the list of grievances, but to get some written agreement?

A. In reference to the firemen, they did want to get two dollars a day, but with the engineers, it was more written agreement, I thought.

Q. Did you say at that meeting that you were authorized to act in that matter for the board of directors, and that there was no use appealing to them? A. I think very likely that I said what I did was what the board would endorse or approve; I wanted them to understand that what I then decided would be endorsed by the company.

Q. What time did these gentlemen leave? A. We were there for some time; I think it was about noon, somewhere about noon, I think; say half-past 11.

Q. Then, colonel, what was the next that you heard from these men? A. About 3 o'clock or a very few minutes after, nearly 3 o'clock, I received this dispatch from Mr. Wright, telegraphed to me from Manhattan junction down to my office, and the operator in my office took it off and brought it in to me.

Q. At about what time? A. Three o'clock, I should say; it was not very many minutes from it.

Q. What was the telegram you received? A. "Unless all conditions are complied with contained in list of grievances, and all men reinstated who have been discharged this day, the engineers will quit work at 4 o'clock this p. m. Wright."

Q. Was that notice carried into execution? A. It was.

Q. At 4 o'clock did the firemen and engineers leave the road? A. I could not say exactly at 4 o'clock, but the first engineer that came in—it was about a minute or two after—Hamilton, he stepped off, and then they all followed as fast as they came in.

Q. That was the first notice you had of this strike? A. That was the first.

Q. Since then you have been running your road? A. Yes, sir.

Q. You are now running it? A. Yes, sir.

Q. And in the busy hours under what headway? A. Five minutes is the best yesterday or to-day that I have done since the strike; I had hoped to do better yesterday but I could not.

Q. Have there been any accidents on the road since the strike? A. There have not.

Q. Have there been any obstructions placed on the road at any point since the strike? A. At Reed street there was a large piece of wood driven in the switch, which, I should think, three or four engines had driven over during the night; it was split and cut pretty badly.

Q. Now, colonel, there are certain charges made by Mr. Wright about certain of the men you have employed; have you been cautious about the employment of men to run your road? A. I think I have taken all the precautions that I could possibly take; of course I was anxious to have all the trains that I could on the road, but the evidence that I did not hurry it very much is that the day after the strike occurred I had but three trains on the road; the next day I got up to seven and I think I went down to four and so on; I have not manned the road very fast.

Q. How many engines have you running on the road now? A. I have got running on the road, with the present schedule, twenty-five engines—no, seventeen engines; it takes twenty-five crews.

Q. In regard to the charges against Shiner, Lozier, Corbin and Weidmer, what have you to say? A. As far as Shiner is concerned he never was in the employ of the company for one hour; he was on the structure, I learned last night, and was paid something out of Mr. Williams' and Mr. Ball's pockets individually to do something for them; he never ran an engine, never ran any engine or touched one.

Q. In regard to Mr. Lozier? A. I saw Mr. Lozier last night; I did not send for him; he came up to me on the structure and said he understood I was making some inquiries about him, and I told him I wanted to find out the facts for the satisfaction of myself; I told him I had satisfied myself and I did not think it was necessary for him to defend himself; he told me his story, and I am satisfied that he has reformed.

Q. Mr. Corbin? A. He came to me very highly recommended—by the assistant secretary of the treasury, Mr. Maynard, I think; the man had been in the employ of the Illinois Central railroad some ten years ago and drank heavily and was discharged; I have been informed from persons highly connected that he has been associated with, that for eight years he has never touched liquor in any form, and for one year that he has been in the employ of the company I will state that he never has; he is a hustler and did not run on the road.

Q. And as to Mr. Weidmer? A. He has been in my employ as a fireman and was promoted to a hustler, and he was perfectly competent; he is occupied pushing out the ash pans and running the

engines back and forward; they take them out to the ash pit and take out the ashes that have accumulated, and see if there is water in the boiler and take the water out, if necessary; they have to be engineers, practically, to do all this; the ash pit is right by the yard, and they have to switch them and get them in order in the yard so that they are in a row when the engineers come for them; they have to be engineers to do that; this man was promoted from a fireman, and was considered a more than ordinarily intelligent and good man.

Q. Is it a promotion from a fireman? A. Yes, sir.

By Mr. GAYNOR :

Q. I understand you to say that you have no objection to the Brotherhood of Engineers at all? A. None whatever.

Q. How long have you been employed by the road? A. Well, it is about eight or nine years.

Q. Since it has been running? A. Ever since it has been running, or rather, there was a gap of six months when I went out.

Q. How long is the road? A. It is six miles and three-quarters.

Q. Do you know what it cost per mile to build it? A. Yes, sir; I could tell, but it would be necessary for me to have the books and papers here, for the very reason that it cost various prices.

Q. Cannot you tell, generally, with reasonable certainty, what the cost would be? A. No; I will show you where the difficulty would be in that; the first iron that was put up cost five and six cents a pound.

Q. Do you know what the amount of the issue of first mortgage bonds is? A. It is three millions and a half.

Q. Is there a second issue? A. There is a second issue of one million two hundred and fifty thousand dollars.

Q. That is an issue of four millions seven hundred and fifty thousand dollars of bonds; are you ready to say that the road cost that to build? A. I am ready to say that the road cost a good deal more than that.

Q. You know that of your own knowledge? A. Yes, sir.

Q. Were you in at the building? A. Yes, sir; I was all through the building.

Q. Were you in the company? A. I was in the employ of the company; I was superintendent of construction.

Q. You say that you were open at any time to the complaint of any man on the road? A. Yes, sir.

Q. Was that always so? A. Yes, sir; if they could not get satisfaction from the head of the department they always had me to fall back on.

Q. You say you were open to any man; have you any objection to a committee waiting on you? A. No, sir; in fact, I had committees wait on me.

Q. You have no objection to a committee waiting on you? A. Well, I rather object to a committee; I would rather have them wait on me individually.

Q. You do object to a committee? A. Yes, sir; I rather object; I don't like to have them wait on me in that shape.

Q. When this committee called on you you felt annoyed; you did not wish to receive a committee? A. I did.

Q. Then so far as the Brotherhood of Locomotive Engineers is concerned, you object to meeting a committee from them? A. Oh, no; if they had been a committee from my men I should object to them in the same way.

Q. You do object to dealing with them as an organization? A. No.

Q. Then why do you object to dealing with a committee? A. I disliked to deal with them; I did not object to it.

Q. Didn't you object to dealing with this committee? A. No, sir; I did deal with them.

Q. You did not object to dealing with them in that high-handed manner? A. No, sir; I did deal with them.

Q. Did you object to arbitration? A. If anybody has any wrong, I have not.

Q. Did not Mr. Sargent and Mr. Ingraham ask you to endeavor to settle this matter, and you objected to that mode of settlement? A. I did, because I thought there was nothing to settle.

Q. Didn't you say you would trust your men, and that the men were on your side? A. Yes sir; and I believed it; I think I said to Mr. Sargent, "I will leave the matter to the men;" I think those are the words I used.

Q. You meant that you would leave it to the men? A. No, sir.

Q. What did you mean by it? A. I meant that I would let the matter rest with the men; I believed they would not tie the road up or do the road any damage.

Q. You spoke of the rule of the road in regard to reporting; where is that? A. It is in the yard.

Q. And is it printed? A. No, sir; it is written and tacked up in the yard.

Q. You have heard the testimony in reference to the method of reporting in the yard? A. I have.

Q. Do you object to that? A. I do.

Q. Do you dispute it as a fact? A. I do dispute it as a fact.

Q. Did you hear the evidence of Mr. Nilen, that he had reported the absence of Mr. Wright to Mr. Ball? A. Yes, sir.

Q. You say that you had lived happily under the rules of the road, and you see now no reason for any change? A. Yes, sir.

Q. When they presented these grievances, didn't you understand that as an indication, that there was something that they were not happy about? A. I don't think they were very unhappy about that.

Q. You thought there was something they were not satisfied with? A. Well put it in another way — that they wanted something else.

Q. You felt very much annoyed? A. Yes, sir; very much so.

Q. And at the second presentation more so? A. Very much more so.

Q. You say that the words they addressed to you were pleasant and agreeable? A. Always, and it has never been anything else since I have been on the road.

Q. Does the management of your road, or do you, if you monopolize the management (I don't mean that in any offensive way; I mean if you have the management) do you object to the men going to you in a respectful way and saying that they have something to object to, and calling your attention to it in a pleasant and respectful manner? A. Well I would prefer to have the men come to me individually but I suppose when they want to make a change in the rules of the road it is impossible for them to do it in any other way.

Q. You did object to a committee? A. Yes, sir — I didn't object — I disliked it; it was very disagreeable.

Q. Then your understanding was, that each fireman who wanted an increase should go to you individually? A. Yes, sir; I should; then if I had given it to one I would give it to the whole.

Q. What rules of the company did you understand that they were dictating in reference to? A. I understood the whole of it was.

Q. Did you read the first part of it, the introduction to it: "We, the engineers in the employ of said company, present the following grievances to your honorable body for your early consideration and approval of the same as beneficial to the interests of all concerned;" do you deem that disrespectful? A. No, sir.

Q. What was the expression that provoked you to the use of this violent language that you used? A. I don't know as I said that I used violent language, but I was very much enraged; I used very violent language.

Q. Was it the idea of this committee coming to present this thing that enraged you? A. It annoyed me very much and caused me to be enraged over it; that is, I don't mean that I was roaring around that room from the time they came in until they went out; I had these fits of rage.

Q. You used these words, "That it was an insult for them to come in and dictate rules to me?" A. I did; I so regarded it.

Q. Did you regard it as an insult for a committee of the firemen to come and in respectful words, as you say, ask not that you give it, but that you should consider a request that they have two dollars a day instead of one dollar seventy-five cents? A. At the time that paper was presented to me I only saw three engineers, and at that time I did not see any firemen.

Q. I am taking both times; you told me you were enraged at both times. A. Oh, no; I was very much annoyed.

Q. Do you deem a respectable presentation of a paper to you by your employes — not that you give two dollars a day but that you consider whether the interests of all concerned would not make it well to give them two dollars a day, an insult? A. That individually, no; combined with the others, yes.

Q. What is it that you allude to in this paper as establishing rules? A. Well, they certainly would become rules.

Q. Pick out the one in the list that you deem most offensive of all? A. Here is a rule that the wages of engineers and firemen shall be: Engineers, \$3.50 a day; firemen, two dollars a day.

Q. That is the most offensive of all? A. I don't say that it is the most offensive; I pick out one.

Q. I asked you to pick out the request in that list that is most offensive to you. A. The whole of it was disagreeable.

Q. Then I am at liberty to pick out any one? A. Let me pick out one; "All extra enginemen ordered to report for duty shall receive one-half day's pay, providing he is not held for duty more than four hours, and shall receive a full day's time for the same if sent out on the road."

Q. What number is that? A. Number seven.

Q. "All extra enginemen ordered to report for duty shall receive one-half day's pay, providing he is not held for duty more than four hours, and shall receive a full day's time for the same if sent out on the road;" do you deem it very offensive for a committee of the employes to present that request and ask you to respectfully consider it? A. Yes, sir; I do.

Q. What is there in it that is so offensive or unreasonable? A. Because the rule of the company had been the reverse of that, and they had known that for two years, and I objected to them criticising in that manner the rules of the company.

Q. Then does it come to this that the company objects to a committee of employes, in respectful language, suggesting to them any

change in any rule of the company? A. No; where there is a rule that, as the circumstances of the road change, becomes oppressive to the men; then I think the men would be perfectly justified in coming to us, as a committee, and asking a change in that particular case.

Q. Is not the question as to whether it has become oppressive a question that the company and the men differ about? A. No; I think not.

Q. Assuming that they do differ, do you deem it offensive on the part of the men to come forward in respectful language and say so? A. Not if they have a grievance.

Q. If they say they have a grievance? A. I don't regard those as grievances; they say, "We would like to have the following rules adopted."

Q. Do you consider that offensive? A. It was particularly so to me.

Q. Your words were, on your direct examination, "They all spoke to me very kindly;" is that correct? A. Yes, sir; at all times they did that; I want to make that a little stronger.

Q. You said further, "I thought the whole thing unauthorized on the part of the men; that they had nothing to do with it;" is that your opinion? A. Yes, sir.

Q. Do you believe in arbitration on the part of the men? A. If there is anything to arbitrate.

Q. Who is to say if there is anything to arbitrate; the company? A. If there has been no change.

Q. You think it is for the company to say whether there is anything to arbitrate or not? A. Oh, no; I think at some time there may be rules on this road that will become offensive to the men.

Q. When is that time to arrive? A. The men will feel it, and the company will necessarily see it.

Q. Do I understand you to arrogate to yourself to say whether there is a grievance or not? A. Yes, sir; in this case, certainly.

Q. Are you aware that the Long Island Railroad Company does not pay \$1.90 to its firemen? A. No, sir.

Q. Are you willing to deny it? A. No, sir; as I said to Mr. Sargent, I believed that there was no railroad company on Long Island that paid the firemen any more than \$1.75 a day.

Q. Would it be any trouble to get that information? A. Yes, sir; there would be.

Q. What trouble? A. Because I have a great deal to do, and I would have to go up to see Mr. Barton; he is the only one to answer such inquiries.

Q. Wouldn't he answer a respectful letter? A. I should think he

would; the best information that I had was that they did not get more than \$1.75, and I think so still; I would not say that there is no one man who gets \$1.90 a day.

Q. Are you able to say that there is not a class of men getting \$1.90 a day? A. Not that I know.

Q. You say you concluded that Mr. Waterbury was not to blame; if he was not to blame why did you suspend him? A. Oh, I did not mean he was not to blame; he had not violated the rule not to run by a red signal; he had run up so that his engine was partly by; he had got partly by.

Q. Had he violated any rule? A. Yes, sir, he had; but he had not run by a red signal, as the other men had.

Q. You say the road is run on the American principle? A. Yes, sir.

Q. Do you know what law this commission is organized under? A. Yes, sir.

Q. The law that the State Railroad Commission is organized under? A. Yes, sir.

Q. Don't you believe that the law under which this commission is acting favors arbitration between employer and employee? A. Is not that what they were created for?

Q. Is that a fact? A. Yes, sir.

Q. When you allude to American principle, did you allude to the principle favoring arbitration between employer and employee? A. No; I meant that a man had a right to go where he pleased, and come where he pleased.

Q. You were not referring to the principle of arbitration? A. Not particularly.

Q. Were you referring generally to it? A. Anything that becomes law in the United States; yes, sir, and New York is included.

Q. You say you were very angry because the three members of the committee had brought this trouble on you; by the annoyance, you mean the calling of the committee on you? A. Including both times, up to the time when the six waited on me.

Q. You include both committees, do you? A. Yes, sir.

Q. You said you would not allow the employees of the company to make any rules or try to alter any rule; that is what you said? A. Yes, sir.

Q. Are you still of that opinion? A. Yes, sir; I have not had any reason to change my opinion; they called on me as a committee of the brotherhood.

Q. Did not Mr. Ingraham say that he would waive the question of

pay entirely if you would make some concessions to effect a settlement? A. I think Mr. Sargent said that; one or the other.

Q. Did you disregard that proposition to waive the question of pay if you would enter upon some negotiation to effect a settlement? A. Yes, sir; I had all the written agreements that I wanted.

Q. You are cool to-day; looking back at the meeting that you had with these committees, do you believe that you treated them on the American principle, and treated them properly, and as you should have treated them? A. Yes, sir.

By Mr. COHEN :

Q. You understand Nilen's testimony to be that Mr. Wright had reported to him on one day, on Tuesday, didn't you? A. I did not consider it as a report at all.

Q. He simply told Mr. Nilen that he was busy and would come back when he was ready? A. He might have told that to a man on the street; it would not be a report.

Q. Do you understand that the question of pay was to be disregarded? A. I did not understand that it was entirely disregarded.

Q. You understood that these were rules of the company, under which the men were working and with which the men had nothing to do? A. Yes, sir.

Commissioner DONOVAN.—The Board having exhausted every means to bring about a settlement, we are desirous of knowing whether there is any possible means of bringing about an honorable compromise of this matter.

Mr. MARTIN.—There is not to-day; every position on the road is filled.

Mr. GAYNOR.—Is the company ready to-day to enter into a fair arbitration between the men and the company for a settlement of the differences set forth in these so-called grievances?

Mr. MARTIN.—No, sir.

Mr. COHEN.—If the Board will permit, I will state, on behalf of the board of directors, that the company is not willing to go back to the original condition of affairs at the time this strike occurred, when these men went out; and if there was to be any arbitration the company would be obliged to first consent to the taking of the old men back in a body. That the company will not do.

Mr. GAYNOR.—I have avoided a multiplication of words in this case to bring it to a close as soon as possible. I submit that we have proved that we addressed them with gentle, smooth words, that we met them in a fair spirit, and they met us in an unfair spirit; I have confined myself to that. The nature of the law under which your

Board acts would lead you to inquire whether the parties negotiated fairly before the commencement of this strike; one word further; Mr. Martin states that the company is to determine whether there is any difference to arbitrate or not. That is not the nature of arbitration Arbitration must be brought about by a fair spirit being displayed on both sides.

Mr. COHEN.—The position of the company is that the questions raised were of such a nature that there was nothing to arbitrate; they were matters that this company had to settle for itself.

RALPH STRUBLE, being recalled on behalf of the employees, testified as follows:

By Mr. COHEN:

Q. Were you occupied on the road on the eleventh day of July, the day of the strike? A. Yes, sir.

Q. Up to what time were you occupied? A. The eleventh day of July.

Q. Up to what time of the day; 4 o'clock? A. I worked right along for the company.

Q. Up to 4 o'clock; did you attend any meeting of the firemen on that day? A. I don't think I did.

Q. Who gave you the information of this strike; on that day who told you to quit work at 4 o'clock? A. I don't exactly remember who it was.

Q. Do you remember who told you? A. No, I don't; we all had an idea that we would quit work at that hour; I don't remember who told me.

By Mr. GAYNOR:

Q. I suppose you are aware, Mr. Struble, that the master of the division took a vote of all the men on the road that day to see if there was a majority in favor of the strike? A. Yes, sir; I so understood.

Q. Were you at work on that day? A. No, sir.

By Mr. COHEN:

Q. You were not in the employ of the company? A. I was in the employ of the company but I was not at work on that day; I was engaged in committee work on that day.

Q. You did not attend any meeting on that day? A. Yes, sir; I was down at the office and talked the matter over.

Q. And that was the only meeting that you attended? A. Yes, sir.

JAMES WRIGHT, being recalled, testified as follows:

By Mr. GAYNOR:

Q. Was a vote of the firemen and engineers taken that day? A. Yes, sir.

Q. How did you get that voice? A. By going up the road and catching each one.

Q. Was the same done by the master of the firemen? A. It was; by Mr. Lavin.

Commissioner ROBERTSON.—We are very thankful to the counsel and to the parties for the promptness with which they have done their work.

Chairman PURCELL.—The investigation is now closed.

LONGSHOREMEN.

NEW YORK.

On the twenty-eighth of July, 150 longshoremen employed by the National Steamship Company, at Pier 39, North river, New York city, made a demand for an increase of fifteen cents per hour for night work, making the rate sixty cents per hour, or double the rate paid for day work. This demand was made, according to the statement of the representatives of the employes, for the purpose of stopping night work entirely during the warm weather. The company refused to grant the demand, and, believing that a strike would follow their refusal, advertised for new hands. About forty colored men were employed, with whom the old hands refused to work, and a strike occurred. The strikers were joined by other employes engaged in different capacities on the dock. At a meeting of the employes' union, held on the evening of the twenty-eighth of June, a committee was appointed to visit the agents of the company and effect a settlement, if possible. This committee failed to accomplish its mission. It was stated that if a settlement were not speedily arrived at the other transatlantic companies would join in fighting the union by discharging their union men and employing new hands.

A member of the Board called on the dock superintendent of the company, who stated that the company could not comply with the demands of the men without jeopardizing its interests; that at times the company's steamers arrived at so late a day in the week that but little time was left to complete discharging and reloading the cargo, and that they were compelled, frequently, to work continuously, night and day, from the time of arrival to the time of departure. Afterwards a conference was held with a committee of the employes, which

resulted in the withdrawal of their demand for an increase of wages, and this difficulty, which at one time threatened to extend all along the North river front, was satisfactorily settled.

The old employes resumed work on the thirtieth of July.

MILL OPERATIVES.

COHOES.

Early in July the weavers employed in the Harmony mills objected to scrubbing the space under and about their looms, claiming that they were skilled laborers, and should not be required to do work of this kind, which is not a part of their trade. It was customary for the weavers in these mills to do this work in the months of June and December in each year, and in former years it had been done much more frequently. A committee waited on the officers of the company and presented these objections, and also demanded an increase of wages for the operatives employed in the different branches of the business. The company insisted upon the employes doing the scrubbing, and refused to grant an increase of wages, stating that they were paying as high wages as were paid elsewhere for similar work. A strike then took place in one of the mills, and a few days later it extended to all the mills of the company, and about 4,000 hands were thrown out of employment. Soon afterwards the Board met at Cohoes and endeavored to bring about a settlement of the difficulty. Following is a report of the proceedings:

The Board met at the Harmony Hotel, Cohoes, July 19, 1887, at 10 o'clock A. M., all the Commissioners being present.

Notices requesting a conference, had been issued and delivered to the members of the committee representing the employes and also to Messrs. D. J. Johnson and W. E. Thorn, officers of the Harmony company.

Commissioner ROBERTSON.—Who are here on behalf of the employes?

Mr. MURRAY.—I represent the people employed in the Harmony mills, as far as our organization is concerned, being master workman of this District Assembly, and these people here are people who formerly worked in the Harmony mills.

Commissioner ROBERTSON.—Have you made your complaints to the managers of the mills; do they know what you complain of?

Mr. MURRAY.—These people, at different times through the summer, have sent schedules of wages in to the proprietors of the mills, asking that wrongs be righted; the company has claimed that they could not grant the advance or that they could not right the other grievances that they had.

Commissioner ROBERTSON.—On your side are you willing to submit this matter to arbitration?

Mr. MURRAY.—Of course; that is what I understand the Arbitration Board is here for; all the people in the mill want is what is fair and right, and we know that the Board of Arbitration would do what is fair, or think that they would, and if they did we know that they would find that the employes in the mill have grievances; any fair-minded man must so decide.

Commissioner ROBERTSON.—How is it on the other side?

Mr. JOHNSON.—We have nothing to arbitrate; the help that we have now have no grievance; those who have left our employ and got their pay we know nothing about; they may be a thousand miles from here for all we know, except those who are in our houses and are paying no rent.

Commissioner ROBERTSON.—Are any of these people here in the employ of the company now?

Mr. JOHNSON.—No, sir.

Commissioner ROBERTSON.—Are we to understand that you decline to submit anything to arbitration?

Mr. JOHNSON.—Yes, sir; the conference, for the purpose of discussing matters, we will enter into with pleasure; we will show you our books and give you any information we can give.

Chairman PURCELL.—Aside from a formal arbitration, this Board, of course, is at the service of the parties to any controversy of this kind in any way or shape that it can do any good; now aside from a formal submission to arbitration, is there any way in which we could be useful as between the parties, as to conferring to see whether some agreement might not be reached by which these people who are out of your employment now might return? It is an informal talk; we might talk to your people and talk to these people and see if the amicable situation which existed cannot be restored.

Commissioner DONOVAN.—Judge Robertson wanted to know from me what the grievances of the people were, as far as I knew; of course, as I had occasion to visit Cohoes several times, I requested the representatives of the employes that I met to give me a list of such grievances as they had. The following grievances were presented to me:

“That the wages paid employes are so low that it is impossible for them to live, and desire that living wages shall be paid, viz., twelve and one-half per cent advance.”

Of course, I do not know anything about the truth of this matter. It was stated that some time ago a request was presented to the com-

pany, asking for an advance of wages, and that the company would not consider such request and would not meet representatives of the employes.

"That all who have served on committees or who have demanded a conference on behalf of their fellow-workers have been discharged and blacklisted.

"That this state of affairs have existed for three or four years, until there was nothing left for them to do but to strike, and they struck.

"That the Harmony company are most exacting, tyrannical and unjust towards their employes, having reduced their wages to such a figure that they are the worst paid body of people in the United States, in proportion to the work demanded."

Of course, as Commissioners Robertson and Purcell have said, it is our duty to endeavor to bring about a settlement. The mills must start some time, and personally I believe that the Harmony company would prefer their old help to any other, being thoroughly acquainted with them. While they are not now in their employ they may be in the employ of the company before a great while.

Mr. JOHNSON.— We do not want to crowd that point too far.

Commissioner DONOVAN.— No, of course not. A settlement may be brought about by a conference ; it may be settled by submitting it to a local board of arbitration ; or they can submit it to the State Board.

Commissioner ROBERTSON.— What Mr. Purcell suggested was, that if the parties came together, talked together, they might come to some terms by which a settlement might be effected. That is something that we have nothing to do with. If these people, on one side and the other, will come together and talk together—

Mr. JOHNSON.— All we can do is to talk to you gentlemen, as officials, and show you our position. There is no use talking to these people; life is too short to be wasted in that way.

Mr. THORN.— How many conferences have we had? There is where the paper presented to you is false, for there is no one here who will say that they have ever been refused a conference with the officers of the company in relation to any grievance that they claimed that they had, and there were five or six conferences at our office in relation to this matter. One thing we do claim that outsiders who do not work for us, those we have nothing to do with; we have refused those and always will; but so far as our old help is concerned, it has never been refused in the middle of the day or any part of the day. And the last conference we had with them the parties who waited on us went away saying that they were very much pleased, and were better pleased when they went away than when they came.

Chairman PURCELL.—It seems to be impossible to reach anything in any other way than to proceed with the investigation, and the old employes, being the parties to present the grievances, will first present their case.

Mr. MURRAY.—The understanding that I have had of this is that it was to be a conference. While in one sense we are prepared, we would like to have till 1 or 2 o'clock and then we will have our witnesses here in a regular way. We did not come this morning expecting that.

Chairman PURCELL.—With a view to giving you every opportunity, and also the employers if they desire to call any witnesses for examination, to present your side of the case, we will take a recess till 2 o'clock, at which time we will meet at the common council chamber. You will then have your witnesses ready, and if you desire to have any subpoenaed, hand their names to the secretary and he will have them subpoenaed.

Recess till 2 o'clock P. M. At which time the Board met in the common council chamber, Cohoes, all the Commissioners being present.

Mr. Niver appeared on behalf of the employes.

Chairman PURCELL.—Now, gentlemen, we are ready to proceed with this investigation, and we would like whoever represents the employes, at the outset, to state as briefly and concisely as possible the points of grievance or of dispute between them and their old employers, and confine the proof to those points.

Mr. NIVER.—Mr. Chairman and gentlemen of the Commission, I have been interested in this matter, on behalf of the complaining parties, for only a day or two, and I am forced to confess that I am not in possession of the details as well as I ought to be, taking into consideration the responsibility of presenting their side of the case; nevertheless I have obtained from them the general features of their complaint. In a paper which was published in this city on the thirtieth of March last a long statement of grievances (there must have been some fifteen or twenty in all) was published and was, as I understand, at that time presented to the Harmony company, but I think that they can be very satisfactorily boiled down into three. The first complaint that they make is in reference to the payment for their services. They claim that they are able to show by very competent proof that the compensation that they are receiving for the same kind of labor and the same hours of labor in the Harmony mills is less than that paid by other manufacturers in that line of business. Without knowing very distinctly what their proof is now, I will say, as an attorney, that that ought to

be susceptible to legal proof. Another complaint that they make is in reference to this question of scrubbing, which the Board has heard more or less about. It is not in dispute that the scrubbing has been done by the operatives in these mills for a good many years. They make a wide distinction between the labor bestowed by them in operating their looms and that which is required in scrubbing the floors beneath their looms. They say that while they have done that in the past, they ought not to be required to do it in the future. Because they have followed a precedent for years, which ought never to have been instituted in the first place, is no reason why it should be continued in the future. They claim to be mechanics, both females and males, so far as the operating of their looms is concerned; they claim to be skilled workmen and workwomen, so far as the production of the cloth is concerned; and they claim that they ought not to have any of their time set apart to do what is admitted by all persons to be a more menial service than a weaver should be required to perform. They ask to have that process of work abolished in the mills. I do not know that they object to it because it is injurious to their health or because it is especially hard labor, but because it is a different class of labor. That is substantially the reason why they ask to have it abolished in the mills. The third point is that, not only so far as operatives within the mills are concerned, but operatives without the mills, they are refused respectful hearings when they wait upon the managers of the mills. These are the three subjects which they propose to treat about in the evidence.

GEORGE WHEELER, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. Mr. Wheeler, what is your age? A. Forty-four.

Q. Where do you live? A. No. 8 Reservoir street.

Q. In this city? A. Yes, sir.

Q. How long have you lived in the city? A. In the neighborhood of twenty years, off and on; I have been away.

Q. Have you worked in the Harmony mills? A. Yes, sir.

Q. During how long a period? A. This last time about two years.

Q. And before that? A. About two.

Q. And before that had you worked there? A. No, sir.

Q. Now you go on and state the circumstances connected with going to Fall River; when was it? A. It was in the month of February.

Q. This present year? A. Yes, sir; I was appointed by the organization I belong to, the weavers, to go down to Fall River and get a

schedule of wages paid; I went to Fall River; I asked the overseer if I could get away for a week.

Q. What was his name? A. Alonzo Goodwin; he said yes, provided I could get any weaver to take my place, as he did not have any spare hands; I went down there and I got about 100 pay envelopes from different mills and compared them with 100 in the Harmony mills, and we found that there was a difference in the wages paid there of from twelve to twenty per cent.

Q. For the same work? A. Yes, sir.

Q. Did you find there was a difference of from twelve to twenty per cent for work performed within a given period? A. Yes, sir.

Q. Irrespective of the amount of work that might be accomplished? A. Yes, sir.

Q. That is, within two weeks or four weeks you found a difference of twelve to twenty per cent larger in Fall River than was paid here? A. Yes, sir; after coming back we made out a schedule of wages and presented it to the Harmony company, the first day of March; we gave them ten days to consider the matter; after we went to get our answer the representatives of the company told us that they could not grant us an advance at that time; they stated the markets would not warrant it, and then we offered to leave it to arbitration, taking two from the help and two from the company, or three, taking two from the help, with Robert Howard, of Fall River, as the third arbitrator in behalf of the help; that was six, and if the six could not agree, to appoint the seventh, and then to abide by the decision.

Q. What answer did you get to that proposition? A. I asked Mr. David John Johnson if they would abide by the decision of the State Board, and he said no, sir; that no board could run the Harmony mills; he said there was a board appointed for that purpose; so after a while I asked the question about having the State Board brought in, and he said no, they would conduct their own business; so I sent a communication to the State Board and asked them to come up here, but it seems they could not make any agreement; and after that I wanted to get off for two or three days or a week and I asked the overseer if I couldn't get off and he said no; he said that he had no fault to find with the work, that I was a good steady hand, but he had orders if I wanted to get off I must go to the office to get leave.

Q. What was the custom before that in regard to that? A. The custom was to report to the overseer when we wanted to get off; he said Mr. Johnson wanted to get rid of me; he said, "Why don't you work your notice."

Mr. NIVER.—All employes, when they commence working here, have it understood, either by contract or by notice posted up in the mill, that if they leave without two weeks' notice they forfeit two weeks' pay.

The WITNESS. — So I asked Mr. Robert Johnson if I couldn't get off on Monday, and I talked to him about it and he said he would not give me any decided answer whether I could go or not go; he asked me if I would not just as lief leave the mill; he said, "If you are so interested in the working people here, if I was you I would leave the the mill." I told him I had no fault to find. On Friday I stopped him and he did not give me any decided answer then. On Saturday I stopped him also, and asked him if I could not get off on Monday and he said Monday to come in. I asked him if I wouldn't hire a spare hand, a weaver, and fetch him in with me; he said yes to come in. I worked till a quarter past ten on Monday, and then I made up my mind I would get off, and I told the superintendent that that man on my work represented me. The next week, Monday, I went back, and Mr. Goodwin said he had orders that I should work there no longer.

Q. Have you worked there since? A. No, sir.

By Commissioner ROBERTSON:

Q. What time did you leave? A. I left the middle of last April.

By Mr. NIVER:

Q. What has been the custom in the mill as to discharging help by either of the Johnsons; for instance, for any real misdemeanor committed in the mill who would do the discharging, the managers or the bosses? A. The bosses.

Q. And did you ever hear of the discharge of an operative coming from the managers for any misdemeanor committed in the mill? A. No, sir.

Q. It always came from the bosses? A. Yes, sir.

Chairman PURCELL.—Do the employers desire to ask any questions of the witness?

DAVID J. JOHNSON.—Yes, sir; I would like to ask a few.

By Mr. JOHNSON:

Q. Mr. Wheeler, you are a weaver? A. Yes, sir.

Q. What kind of cloth did you work on; what class of cloth did you weave? A. Here in the Harmony mills?

Q. Yes. A. Well, it was considered forty-two and forty-four, fifty-two yards to the cut; fifteen cents a cut I got for weaving it.

Q. What else did you weave on? A. Fifty-six sixty's.

Q. When you were there last? A. No, sir.

Q. What were you working on when you left? A. Fifty-six.

Q. How many yards to the cut? A. Sixty yards.

Q. What did you get for the cut? A. Eighteen cents.

Q. What did they pay in Fall River? A. Eighteen cents.

Q. What did they work on in Fall River; for how many yards?
A. Forty-five yards.

Q. You swear to that, do you? A. Yes, sir.

Q. They weave a great deal of sixty-four cloth in Fall River, don't they? A. Yes, sir.

Q. How wide? A. I could not tell you.

Q. What do they pay per cut for weaving that? A. Eighteen cents.

Q. Then they pay the same price in Fall River for weaving sixty-four square, twenty-eight inch cloth that they do for weaving fifty-six, fifty-six, twenty-seven inch?

Commissioner ROBERTSON.—That means fifty-six yards in filling, fifty-six inches.

By the WITNESS.—That is not what our schedule was based on; it was based on a certain price per loom.

By Mr. JOHNSON :

Q. Did you ever work in any other way in the Harmony mills but by the cut? A. No, sir.

Q. Of course you went there to find the prices, and you also inquired the prices of the spinning in Fall River, didn't you? A. No, sir; nothing only about the weaving, and I did not inquire the price per cut; it was the amount made per loom; the amount of wages earned per week; I did not care what they got a cut for it.

Mr. JOHNSON.—You will understand that most of this work is done by piece work. A good hand will make twenty-five per cent more than a careless hand. The work is generally done by piece work. The frame spinning is so much per side or per day or per week; sash tenders are so much per day, and the different classes of weaving, the classes of picks, regulates the prices; and also the number of yards. The principal cloth that has been made here is fifty-six and fifty-six yards in length in one cut. The same cloth in Fall River is sixty-three yards and one-half per cut.

Q. They are weaving a heavy cloth sixty-four by sixty-four, thirty-two inches wide in Fall River; what price do they pay per cut for that? A. I could not say.

Q. You do not know what price they paid for that? A. No, sir.

By Mr. NIVER :

Q. How much do the operatives earn per loom in the Harmony mills?

A. The price per loom per week ranges from eighty-four cents to a dollar a week, a dollar and a little over for weaving sheeting, but in the other part where they weave heavier goods it ranges from eighty cents a loom to probably \$1.04; my wages while working in the Harmony mills, for the last six months, is from \$6.60 to seven dollars a week.

Q. How many looms did you run? A. Eight looms.

Q. How large a number of looms do persons run here? A. Some run eleven or twelve.

Q. Not usually though? A. No, sir; only when they are rushed with work.

By Mr. JOHNSON:

Q. They work harder in Fall River than they do here, don't they?

A. No, sir; they use better material there, and consequently they don't have to work half as hard as they do here.

By Commissioner DONOVAN:

Q. How many looms does a weaver attend to in Fall River? A. Six and eight.

Q. How many do they attend to here? A. Some run four and five and six and seven and eight and ten and eleven, and I have known some to run twelve.

Q. That was exceptional? A. Yes, sir.

By Mr. NIVER:

Q. How hard did you work here? A. I worked as hard as I could.

Q. You claim you worked attentively on them? A. Yes, sir; I had to, to support myself and wife and two children.

Q. You hadn't any time to spare? A. No, sir.

Q. Did anyone, running the same number of looms as you did, make any more money than you did? A. Well, they might occasionally.

Q. Well, taking it on six months, did anybody average more? A. I don't think they would.

Q. Then taking it for a period of six months, you would average as much as anybody else running eight looms? A. Yes, sir; of course sometimes we would have a break down.

Q. Oh, yes, but that would cancel itself, one against another, in a long period?

THOMAS CULHANE, a witness called on behalf of the employes, being duly sworn, testified as follows:

- Q. What is your age? A. Thirty-three years.
- Q. Do you live in Cohoes? A. Yes, sir.
- Q. How long have you lived there? A. All my life.
- Q. Ever worked in the Harmony mills? A. Yes, sir.
- Q. How long? A. Twenty-two years and two months.
- Q. How old were you when you first went to work there? A. I was very near eleven years of age.
- Q. How old were you when you commenced to weave first? A. I was sixteen years old.
- Q. What wages did you earn a month when you were sixteen years of age? A. I earned from forty to forty-four dollars a month on six looms.
- Q. What do you earn now on six looms? A. I earned \$28.69 for the last month I worked.
- Q. What was the difference in the labor that you bestowed on forty to forty-four dollars a month and that that you bestow now? A. A vast amount of difference.
- Q. Do you do less or more work now than you did when you earned forty to forty-four dollars? A. I certainly performed less labor because I operated only six looms.
- Q. How many do you operate now? A. Eight.
- Q. Then you operate more looms now for less money? A. Yes, sir.
- Q. Have you got a family? A. Yes, sir.
- Q. What does it consist of? A. My wife and three children.
- Q. Up to what time did you work last in the Harmony mills; when did you quit there? A. Up to June twenty-ninth.
- Q. How came you to quit? A. I was discharged.
- Q. Detail the circumstances so that we will understand; may be you were not? A. I will detail the circumstances that two weeks before my discharge a committee was sent to the Harmony company.
- Q. Where did the committee come from? A. From the operatives of the weaving-room of the Harmony mills; I will state that this committee notified the Harmony company that the weavers of the Harmony mill would not do the scrubbing; as they had decided not to do it, for that reason why they appointed a committee to notify the company to that effect, and the answer of the committee was that they had to do the scrubbing, as it was an established fact, and had been for years; placed in the position unfortunately that I was, at the end where the soap was first given out, the soap was first given to me — not exactly, it was given to two weavers too with me, one a four-loom

weaver and the other an eight; the eight-loom weaver refused to take the soap; whether he was discharged or not I don't know, but when I refused to take it and scrub I was told that I had to go home, and I accepted, and I stopped my looms and went home; so I did not discharge myself; I was discharged.

Q. Describe this scrubbing; what does it consist of? A. It consists of the weavers receiving soap twice a year and scrubbing the floor under their looms.

Q. For eight looms about how much space does the scrubbing contain; about how many square feet? A. I should judge that the length of the alley extended nearly to the wall.

Q. About how many square feet did it extend? A. It extended in length from here about to that desk, and there is an alley between.

Q. How long an alley? A. The alley is about twenty or twenty-five feet long and seven or eight feet wide.

Q. Do you have to scrub that? A. I have to scrub that.

Q. Is that all you have to scrub? A. No; there is twice a year that we have got to scrub the wood-work of the looms, which is the worst part.

Q. The company has been in the habit of furnishing you soap for that purpose? A. Yes, sir.

Q. And you declined to take it? A. Yes, sir; I declined to take it; the operatives have to supply their own brushes, provided they want to use a brush.

Q. What do you do if you do not use a brush? A. Get down on our hands and knees.

Q. Did you make any contract when you went to work in the Harmony mills, or at any time, to do this scrubbing? A. No, sir; I did not.

Q. Did you ever hear of a contract of that kind being made? A. No, sir; I did not; I never heard of a contract being made yet.

By Commissioner DONOVAN:

Q. What compensation did you receive for doing this scrubbing?
A. None at all.

Q. No compensation? A. No, sir.

By Mr. NIVER:

Q. When were you required to do the scrubbing, when the looms were in operation, or when the looms were still? A. You could take your choice about it; if the weavers could do it, they could do it while they were operating the machinery; if they could not do it, they had to come in at 5 o'clock in the morning.

Q. You were at liberty to do the scrubbing while your looms were in operation? A. Yes, sir.

Q. You were not forbidden to do that? A. No, sir.

Q. If while you were scrubbing the work, you should spoil the cut, what would be the consequence of that? A. If you could not fix it you would be docked for the price of the whole cut.

Q. Do you mean the price that was paid you, or the whole price of the cloth? A. The price that was paid me for weaving that cut.

Q. Docked the labor and not the price of the cloth? A. Yes, sir.

Q. Who was your boss at that time? A. The bosses name was Charlie Potts.

Q. Did he come to your house to you ; did you see him? A. Yes, sir.

Q. What conversation did you have with him? A. The conversation was—I was talking with Mr. Dixon and —

Q. Who is Mr. Dixon? A. He is the superintendent of No. 3 mill ; and a committee came to the house and I saw Mr. Potts and I called him one side and I said, “Mr. Potts, I understand you sent parties to the house to see me,” and I said “what was it for?” and he said “I want you to go back ;” I said to him that Mr. Dixon who, I understand, was higher authority than he, said that I was not allowed to go to work, and all that was left for me was to ask a bill of my time.

Q. Has it been common to have Mr. Dixon give such an order as that? A. No, sir.

Q. Do you know of any instance where Dixon has given an order the like of that? A. I cannot positively swear.

Q. Do you remember of any? A. No, I do not.

By Mr. JOHNSON :

Q. When you first went to work for the Harmony mills, how often did you scrub? A. Every four weeks.

Q. For how many years? A. I should judge for about ten years.

Q. How many times did you scrub since those ten years? A. I have scrubbed twice a year.

RICHARD WILLIAMS, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. What is your age? A. I am twenty-seven years old the twenty-seventh of this month.

Q. Do you live in the city here? A. Yes, sir.

Q. How long? A. I am living here eight years the twenty-seventh of next month.

Q. Have you ever worked in the Harmony mills? A. I have worked in the Harmony mills, off and on, for about seven years, a little over.

Q. At what business? A. I am a twister.

Q. You have got some pay envelopes in your pocket? A. Yes, sir.

Q. Will you produce those? (Witness produced several small envelopes.)

[Mr. Niver offered in evidence five pay envelopes; one for \$7.16, one for \$7.63, one for \$8, one for \$7.60, and one for \$7.87.]

Q. What did each one of those pay envelopes represent—what length of time? A. Two weeks of time; perhaps one or two of them I might have a day or two time or half a day's time.

Q. Do these envelopes represent about your average two weeks' pay? A. Two weeks pay, yes, sir.

Q. How do these pay envelopes compare with the others doing the same work here in the Harmony mills? A. They will average about the same all through the mills; some will make a little over and some a little less.

Q. Do these pay envelopes there that we have introduced in evidence represent full two weeks' work? A. As I say, in one or two of them I might have a day or two or half a day, something like that, but in our work, in twisting, we have only five days' work or a little over that, and then we do not have work enough for ten hours a day.

By Mr. JOHNSON:

Q. Do you work by the day or by the piece? A. By the piece.

Q. So much a piece? A. Yes, sir.

Q. And you got what you earned upon your beater? A. Yes, sir.

By Commissioner DONOVAN:

Q. How many hours is a day's work, when the mill is running at its full number of hours a day? A. At the class I work at?

Q. Yes, sir. A. Some days we work eight hours, seven hours, and some days we work nine hours, according to the work we have to do.

Q. There was no specified number of hours a day to work? A. There was no number of hours; the boss of the room has the work to do, and when we get through with that we quit.

CLEMENT SADLIER, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. What is your age? A. Twenty-one years.

Q. Have you worked in the Harmony mills? A. I have.

Q. When did you quit? A. About five months ago.

Q. What did you do there? A. I was an assistant on the elevator number one.

Q. What pay did you get? A. Ninety cents per day.

Q. Did you ask for any increase of pay? A. I did.

Q. Who from? A. Mr. D. J. Johnson.

Q. What did he tell you? A. He told me, when I first went to see him, that he would consider it; when I called again he said he would consider it too, but he never did; I left.

RACHEL A. PERRY, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Mrs. Perry, you have been to work in the Harmony mills?
A. Yes, sir.

Q. And how long have you worked there? A. I can't state just exactly the time; I think twelve or fourteen years in all; it might be a little longer.

Q. When did you stop there? A. I stopped the last trouble they had before this trouble now, in number one.

Q. About how long ago was that? A. About two months ago, I should think.

Q. Will you go on and relate the circumstances connected with your leaving there at that time? A. Of course there was some trouble came up there in the mill, and the morning that the help stopped the work they did not start up; I was in my alley; I didn't have anything to do with it; I sat in my alley and the looms didn't start up; and Mr. David Johnson came to the end of my alley and he spoke very loud three or four times, and he did not speak as if he was speaking to a lady, he spoke very loud and hollered three or four times; he called me and I thought I would not answer if he did not speak different, but I finally thought I would, and I went down, and he said, "Why don't you start up your looms?" I told him because the others didn't; he said, "Why don't you get out then?" I told him I supposed I could, and he talked very loud and fast, and I couldn't tell what he said, but he mentioned Mr. Wheeler's name several times and spoke about Mr. Wheeler; and he said, "If you don't start your looms, why don't you get out of here?" and finally he said, "Why don't you get a committee?" and he said, "If you get a committee to come down here I will talk with them;" I told him I would do so; he talked as if he was in anger, and talked so fast I could not tell what he said; and I went to a number of the weavers that I thought were pretty level-headed and got a committee to go and see Mr. Johnson, and the boss machinist was there and the help were all around, and

he said to me, "What do you want?" and I said, "Didn't you ask me to choose a committee and come down?" he said, "I have nothing to say to you;" he asked what we wanted and we told him all about it; we talked quite a while; we talked about the woman who started those looms, and I can't tell just what was said, the very word, but he said to me, "Why didn't you choose a committee and send them to the office and not have such a hullabaloo?" he said, "I am ashamed of all of you;" I said we couldn't send a committee to the office because they were afraid to come to the office; "those boys that are down there now are afraid to come;" he said, "Why?" I said, "Because most every one that comes to the office as a committee is discharged;" he said, "That is not so; we do not discharge committees;" he said, "If you appointed a committee and came to the office in the first place it would be all right, but now it is too late;" he talked about Mr. Wheeler, and he said Wheeler was not discharged because he came to the office; I said to him, if Mr. Wheeler hadn't been on a committee so often to leave his work to go to the office he would not have been discharged; I did not mean to contradict Mr. Johnson, but I meant that if Mr. Wheeler hadn't been to the office so often he wouldn't have to be away from his work so much; and he shook his fist in my face and said, "You are a liar;" he took quite a space there for awhile, and I told him he was a gentleman; he said I had contradicted him, and I told him, no, sir; I never put myself so low as to call anybody a liar; afterwards he said his help had come out and they called him a liar, and one of our people said, "No, sir; Mr. Johnson, you will have to reverse that; you called your help a liar;" and then he apologized to me and said that he was sorry that he called me a liar; I told him that we could make better pay if we had better work to work on, but we had such bad filling; I say now that we had such bad filling that it was impossible sometimes to weave it; if we had good filling and good warps we could make better pay; we have got warps sometimes there so soft it is impossible to weave them and make good cloth of them; the filling is so soft that it would come up to the rods and break, and then our looms have to stop and stay that day.

Q. Why do they have to stop? A. Because that poor warp gets in there; sometimes we go to the overseers and ask them to start them, and they said, "Well, I can't help it; I can't start it;" sometimes committees went to Mr. Johnson about it; sometimes we have a little better work and then it falls back to the same poor work again; and he said finally, "If you don't want to go to work you can get out;" Mr. Robert Johnson said, "If you don't go back to work you can get out."

By Commissioner ROBERTSON:

Q. Did you work by the piece? A. Yes, sir.

Q. How much could you make a week? A. I used to get in in the mornings and clean my looms at 5 o'clock, and at noon-time I never went out; I used to get my looms ready to start and when work commenced again I started them; I never fooled around there; nobody ever saw me fooling or leaving my work; and the best I could do would be seven dollars a week; all the cleaning and this work, that made thirteen hours to make the seven dollars a week; in order to make the seven dollars I would go in before working hours.

By My. NIVER:

Q. It made about thirteen hours? A. In all it did.

Q. That is, including the time that you went there in advance of the time that you started? A. Yes, sir; and I think after the trouble was over, I went back and went to work, and old Mr. Johnson came to me at the end of my alleys, and spoke to me, spoke to me quite loudly, and I thought I would not recognize them unless they spoke decently, and then I considered his age, and he had always been good to me, and I talked to him about an hour, with the help running my looms, and finally I said, "Mr. Johnson, if you will go out in the hall, where I can hear you, I will talk to you;" he said he could not understand me; finally we went out, and he asked me if I wouldn't leave No. 1; I said, "Yes, if you will give me the reasons for it;" he said, "That doesn't make any difference;" he said, "I want you to leave;" he said, "Have you got a family?" I said, "Yes, I have a family;" he said, "How many?" I said two; he said, "If you have a family of children, what are you going to do?" I said, "I haven't any children; I don't need to work here;" after what Mr. Johnson said to me the other day I didn't care if I never worked another day; he said if I would leave No. 1, he would give me work in any other mill.

Q. In other mills than the Harmony mills? A. No, sir; in other of the Harmony mills; I said I didn't care if I left; he said, "No, I don't want you to leave; I was always satisfied with your work; you go back and start your looms and keep your mouth to yourself;" I went back and worked till the lock-out; I never went back after the lock-out.

Q. What do you mean by the lock-out? A. They put up a notice that the mills would be shut down.

Q. That notice was in the rooms that you worked in? A. Yes, sir.

Q. When was that? A. About the middle of April.

By Commissioner ROBERTSON:

Q. Did I ask you how much you made? A. I made seven dollars a week.

Adjourned till July 20, 1887, at 10 o'clock A. M.; at which time the Board met at the same place, Commissioners Robertson and Donovan being present.

WILLIAM SHEEHAN, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Where do you live? A. Twenty-nine John street.

Q. What is your age? A. I will be sixteen the thirteenth of next April.

Q. Did you work in the Harmony mills? A. Yes, sir.

Q. What did you do? A. Weave.

Q. What did you earn a week? A. The pay that I got—I was working in there three weeks, and I was learning two weeks, and I got put on four runs; I run them for a week, and I got \$3.30.

Q. You got \$3.30 for one week, after you had learned? A. Yes, sir.

WILLIAM REED, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. How old are you? A. Twelve last July; this month I will be thirteen.

Q. Did you work in the Harmony mills? A. Yes.

Q. When did you stop working there? A. Two weeks ago Saturday.

Q. How long did you work there? A. Two months and three or four weeks.

Q. You know Mr. Johnson, Robert and David John? A. Yes, sir.

Q. Do you know Mr. Thorn? A. Yes, sir.

Q. Do you know Mr. Smith, the paymaster? A. Yes, sir.

Q. Did any of those people ever ask you your age? A. No, sir.

Q. Who is your boss? A. Mr. Norder.

Q. Did he ever ask you your age? A. Yes, sir.

Q. When? A. When I first went in there.

Q. What did you tell him? A. I told him I was twelve and the last of this month I would be thirteen.

Q. What is he, a section boss? A. No, sir; he is the first boss.

Q. And he has charge of the room in which you worked? A. Yes, sir.

Commissioner ROBERTSON.—What is the object of this testimony?

Mr. NIVER.—The object of it, I suppose, is to show that this company employ children who, to their knowledge, were under the age of

fourteen years, and I suppose that it is a proper subject to be inquired into by this Board.

Commissioner ROBERTSON.—It might be a proper matter to be presented to a grand jury, but I don't see what bearing it has on this strike. It is a matter that is in no way connected with the cause of this difficulty. It seems to me that it is a two-edged sword anyway, but I would not care how many edges it had if it bore upon this investigation.

Mr. NIVER.—If it was shown that there was a pretty extensive employment of children under fourteen years of age, in violation of the statute, and it was shown that these children were employed there with the knowledge of the company, or at least without any extensive inquiry on their part—

Commissioner ROBERTSON.—We will hear the testimony, but I fail to see the importance of it, so far as this investigation is concerned.

PATRICK LYNCH, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. What is your age? A. Thirteen last March.

Q. Have you worked in the Harmony mills? A. Yes, sir.

Q. How long? A. I worked in them about six months.

Q. You had worked there then previous to last March? A. Yes, sir.

Q. You worked there six months? A. Yes, sir.

Q. When did you stop working there? A. Two weeks ago Saturday.

Q. What wages did you get? A. Eleven dollars a month.

DINA BUCHANAN, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Where do you live? A. Vliet street, in this city.

Q. How old are you? A. Twelve years.

Q. Have you worked in the Harmony mills? A. Yes, sir; I was working for a little girl.

Q. You were working for another little girl? A. Yes, sir.

Q. How long did you work there? A. Four weeks.

Q. When did you stop? A. Two weeks last Saturday.

RACHEL A. PERRY, being recalled on behalf of the employes, testified as follows:

By Commissioner DONOVAN:

Q. Mrs. Perry, I want you to detail about this scrubbing business?

A. Well, we have to scrub if we work in the Harmony mills; it has

always been the practice ever since I have worked there; we don't for a minute consider that we can work for the Harmony company unless we scrub.

Q. How often do you scrub? A. When I first went in the mill we used to scrub every four weeks.

Q. How long ago was that? A. I guess somewhere about twelve or fourteen years ago; it was the law then to scrub every four weeks; I think it was just before pay day we used to get our soap and scrub, and later on there I think the scrubbing only came three times a year; that was the Fourth of July and Thanksgiving and just before Christmas.

Q. Will you give us some kind of an idea how large a portion of the floor you had to scrub; give us some idea of it? A. One of the witnesses said yesterday we had to scrub to the length of the alley; it seems as if my alley would run nearly from here to the window—eight looms.

Mr. JOHNSON.—A four-loom alley would be about twenty-eight feet; that is eight looms, four on each side.

The WITNESS.—Sometimes there was paint on the floor and sometimes not; but there would be oil, and the men and boys would spit in our alleys after we got them cleaned, and tobacco spit, and the girls had to do the scrubbing; whether there was good weaving or poor weaving we had to do the scrubbing; and if the cloth was spoiled we lost the wages for that loom—a whole day's wages.

Q. Did you scrub and weave at the same time? A. Yes, sir.

Q. Were you obliged to do it? A. If we didn't start our looms we would be told to start them; I sometimes would commence about 8 o'clock or 9 o'clock, and we got three alleys to scrub down that length, and it would take us probably till dinner time to finish up.

Q. Continuing your work at the same time? A. Yes, continuing our work at the same time.

Q. Would you be allowed at any time to stop your looms to do this scrubbing? A. No, sir; we would not; we were told to start our looms if they were stopped, whether we were down scrubbing or what we were doing.

Q. What was the objection of the operatives to the scrubbing? A. One thing, it was out of our line of business; we were not hired to scrub; we were hired to weave; and one way I look at it, if the Harmony operatives had been paid wages enough to sustain them, I don't know as they would make any particular objection to scrubbing; the wages we got—we were not paid enough for weaving, let alone scrubbing; we have to scrub the wood on the looms twice a year, I

think ; then our looms are stopped, and we don't get any pay when our looms are not running.

Q. Do the company provide the materials for scrubbing — soap?

A. Yes, sir.

By Mr. NIVER :

Q. Did you have to supply your own brush to scrub? A. Yes, sir.

Q. Do you know anything about the condition of the tenements owned by the Harmony company? A. When I lived there I worked in the Harmony mills ; I could not have a house unless I did.

Q. You were never required to go out or anything like that? A. I think one time my daughter's health was poor and she could not stand the work in the mill and she had to leave and she got a chance to work in the knitting-mill, and Mr. Owens asked me one day if my daughter had gone to work in the knitting-mill and I told him yes, she had gone down there, and he said: "You know if you don't all work in the Harmony mills you can't have a house;" and I said, "Yes, sir; I know that, but my daughter could not stand the work in the Harmony mills and she would rather work in the knitting-mill."

Q. Who is this Mr. Owens? A. I guess he is the agent of the houses.

Q. He, on behalf of the Harmony company, takes charge of the houses? A. Yes, sir.

Q. What rent did you pay for the house? A. I paid six dollars a month for the house, for four weeks; I had only half, up-stairs.

Q. How many rooms? A. There were three bed rooms, a pantry and two spare rooms; very nice accommodations.

Q. Do you recollect putting a sink or water pipe in your house one time? A. No, I never put one in, but it was in when I went in; the water-pipe was in the house when I went there but I paid for it.

Q. Paid for what? A. Paid for the use of the water that was in the house; I paid for that when I went in.

Q. Did you have to pay for any repairs on the building? A. No.

By Mr. JOHNSON:

Q. Did you ever know of any committee of the help coming to the office about any grievance that was not received and the matter talked over with them? A. No, I did not.

Q. You have known of a good many committees coming? A. Yes, sir.

Q. You have come with a committee? A. Yes, sir.

Q. Did you ever know any members of that committee to be discharged for coming to the office to see about any grievance? A. No; not directly from going there.

Q. And from your knowledge, you don't know of anybody being discharged for coming on committees; were not the committees always told to come to the office, and if they had any grievance they would be heard? A. Yes, sir.

Q. And they never were discharged for coming to the office on committees? A. No, sir.

Q. There was never any point made against you for coming to the office on committees; you were not discharged? A. No, sir.

Q. And there was no point made against anybody for coming to the office on committees? A. Well, I think that Mr. Wheeler would not be discharged if he had not come to the office on committees so often.

Q. But he was not discharged for coming to the office? A. We differ about that.

Q. Didn't I tell you six times within an hour, directly that Mr. Wheeler was not discharged for being on a committee? A. You said so.

Q. Didn't I tell you so? A. Yes, sir; you did; I couldn't say how many times; if you kept track of it you did better than I did; I know that Mr. Wheeler was put on that committee by three or four, and it may be five hundred help, and he was asked to go to the office as a committee from the Weavers' Assembly, and of course, if he was not on the committee he need not be away from his work.

Q. Weren't there others on the committee with Mr. Wheeler? A. Yes, sir.

Q. Were any of them discharged? A. No, sir.

Q. Even with the prejudice of your mind, have you any reason to believe that anybody else except Mr. Wheeler was discharged for coming to the office on a committee? A. Yes, sir; in my own mind I think that Mr. Culhane was.

Q. Mr. Culhane was not discharged; do you know of anybody else except Mr. Wheeler who was discharged for being on a committee, even with your prejudice? A. No, sir; I don't.

By Mr. NIVER:

Q. You said in answer to Mr. Johnson, that Mr. Wheeler was not discharged directly for being on a committee, but you believed he would not have been discharged if he had not been on the committee; state the facts that led you to believe that he was discharged, not for leaving his work, but for being on the committee? A. I know that

Mr. Wheeler told me he had to go to the office, had to go on this committee; I know this much, that the overseer said that he wished Mr. Wheeler would not go to the office so much on a committee, and I asked him in what respect and he said, "He runs into the office so much, asking for wages and so on," and he said, "and Mr. Johnson don't like it, and he will have to get out."

Q. From that you understood that Mr. Wheeler was discharged for appearing at the office on a committee for the help? A. Yes, sir; I think so; he was away from his work, of course, but if we wanted to be out we could always get a good weaver to take our place, and why it was denied him I don't know.

Q. Suppose he had made the same complaints to Mr. Johnson, the same as he did complain, but he had always made his complaints mornings and nights after working hours, what is your opinion as to whether he would be discharged? A. I would not like to say that.

By Mr. JOHNSON:

Q. You have been to the office on committees? A. Yes, sir.

Q. And you were not discharged? A. No, sir.

By Mr. NIVER:

Q. You were asked to leave? A. Yes, sir; I was asked to leave No. 1 mill; a woman had started those looms, and she belonged to the order and solemnly stated that she would not start them, and the person that would do that ought to be strung up, and I told him why I thought so; and Mr. Johnson said, "Don't you think she did right?" and I said, "No; she ought to be strung up; anybody that will go back on the working people that have to work all their lives ought to be thrown into the canal and let drown;" later on he asked me to leave; I told him I would if he gave me his reason.

Q. Mr. Robert Johnson asked you to leave? A. Yes, sir.

By Mr. JOHNSON:

Q. Didn't I ask you six months before that to leave No. 1 mill and go to No. 6? A. Yes, sir.

Q. Didn't I tell you the reason why I wanted you to do that? A. Yes, sir; but that was through with the trouble; look here, Mr. Johnson, wasn't there some trouble, and there was a committee of four; that was the time you spoke to me about that.

Q. About six months before that didn't Mr. Goodwin tell you that I wanted you to leave and go into another mill? A. No, sir; he didn't ask me to leave; he said there was rumors about it, and he asked me

if I would not go to the office and inquire about it, and I said I would.

Q. Didn't I tell you the reason why I wanted you to leave No. 1 and go to another mill? A. Yes sir; but it was not connected with this trouble at all.

Q. When I asked you to leave it was not about this trouble or any committee business? A. No, sir; not this trouble, but there was a trouble and a committee had just gone out of the office when I came in; it was two from number three and two from our mill; Thomas Culhane was one of that committee.

Q. But there was none of that committee discharged? A. No, sir; there was not.

MAGGIE O'NEIL, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. You live in Cohoes? A. Yes, sir.

Q. And worked in the Harmony mills? A. Yes, sir.

Q. How long have you worked there? A. I worked there eight years this fall.

Q. I want you to explain to the commission about this tenement business, or the occupancy of them by the operatives of the Harmony mills? A. I will say, about three months ago my sister left the Harmony mills; she got work in the woolen mills and went there, and then my younger sister she got work and she left, too; and then Mr. Stanton came to our house and said Mr. Owens sent him, and wanted to know if my sisters were going to stay in the woolen mills, and ma said "yes," and he said that, of course, it was against the rules of the Harmony company to let anybody live in the houses of the company but the operatives in the mills; and she said she knew that, but the girls did not like working in the cotton mill, and she thought she would let them stay in the woolen mill; she went down and saw Mr. Owens, and she said of course she knew as well as he did we could not stay in the house unless the girls worked in the Harmony mills, and he said if the girls went back it would be all right, and we could stay in the house; he saw my father after that, and he asked him when he would be ready to leave; and as soon as we got a house we moved out.

Mr. NIVER.—All the complaint they make about that is that if an employe of the Harmony mills goes into a house of the company and one of the family gets work in another mill or improves his position in life, the family should not be trundled out on the street.

Commissioner ROBERTSON.—They were not trundled out in this case.

By Mr. JOHNSON:

Q. What street did you live on? A. Twelve Hallen street.

Q. Was it a brick house or wood house? A. It was a brick building.

Q. How many rooms were there? A. We had a front room, a kitchen and five bed-rooms, and one off the kitchen, we called it a sink room; we always used it in the summer time for a summer kitchen, and a pantry.

Q. What rent did you pay? A. We paid seven dollars.

Q. Have you as much room where you are now? A. No, sir.

Q. What rent do you pay? A. We pay seven dollars there.

Q. For less room? A. Yes, sir.

Q. Where do you live now? A. We live at No. 7 Johnson avenue.

By Mr. NIVER:

Q. What did you say you paid when you were in the company's house? A. Seven dollars.

Q. Seven dollars for how long? A. Every four weeks; but now we pay it every month.

Q. What amount? A. Seven dollars.

Q. How many rooms have you where you are now? A. One front room, kitchen and three bed-rooms and clothes-press and pantry.

[Mr. Niver then rested the case on behalf of the employees.]

Commissioner ROBERTSON.—Mr. Johnson, do you want to introduce any evidence?

Mr. JOHNSON.—No, sir; we are satisfied with the statements as they are. I think they have all told the truth.

[Mr. Johnson offered in evidence a notice which he stated was posted in every room in the mill. (Being a notice in relation to the employment of children under thirteen years of age.) It was received in evidence and marked "Exhibit 6."

Mr. Niver offered in evidence a copy of the schedule of prices demanded of the company, published in the *Evening Dispatch*, of date March 30, 1887. It was received in evidence.]

GEORGE W. WHEELER, being recalled on behalf of the employees, testified as follows:

Q. You are acquainted with the figures that were given to the managers of the Harmony company? A. Yes, sir.

Q. Are the figures contained in the statement correct? A. It may not be exactly the same as the schedule, the original copy, and Mr. Murray brought it to Philadelphia with him and I don't know where it is.

Q. Does it vary materially from the original schedule of prices presented to the company? A. No, sir.

Q. This was presented to the company when? A. March third.

Q. Have you some other pay envelopes in your pocket? A. Yes, sir.

By Commissioner DONOVAN:

Q. Who presented the schedule of prices to the company? A. I did.

Q. Anybody with you? A. Yes, sir.

Q. Who were they? A. A lady named Sarah Bartels.

Q. That was a committee from whom? A. Committee from weavers, warpers and spoolers and cloth-room hands.

Q. Did you represent anybody else outside the mill or just the mill employes only? A. Just the mill employes only.

Q. Did the mill employes at any time have an agreement with the Harmony company as to wages, a written agreement? A. Not that I know of.

Q. A verbal agreement? A. They had a verbal agreement here one time; that was in 1880.

By Mr. NIVER:

Q. To whom did you deliver this proposed schedule of wages? A. Mr. David J. Johnson.

Q. What did he say? A. He said he could not agree to advance the wages at the present time, as the markets would not warrant it; cotton had gone up and cloth had gone down.

Q. Did he say that he would consider it afterwards, at some future date? A. No, sir; he said he would give a definite answer then, which was no.

Q. Did any committee afterwards, to your knowledge, go to the company in reference to this schedule of prices or any other schedule? A. We went afterwards, ten days afterwards; we had no authority, on the day we presented the schedule, to accept an answer, and when the time was up we went to get an answer and Mr. Johnson said, "I gave you your answer;" I said, no.

By Mr. JOHNSON:

Q. Didn't we have quite a long conversation about it and I showed you the prices and told you the reason that we could not pay more? A. Yes, sir; at that time we broached arbitration, and I told you that we would show on an investigation that they were paying a higher rate of wages in Fall River than they were in the Harmony mills.

By Commissioner DONOVAN:

Q. Have you any of the papers, that is, any of the figures that you collected in Fall River? A. They were sent to Philadelphia; I telegraphed twice yesterday for them and couldn't get them; they show the name of the person that received the pay, the amount, and the date.

By Mr. NIVER:

Q. You hold in your hand three pay envelopes, do you? A. Yes, sir.

Q. What do they represent? A. They represent my pay for two weeks in No. 1 Harmony mill.

Q. Running how many looms? A. Eight looms.

Q. Give the figures. A. One of them is \$14, the other is \$13.45, and the other is \$12.32, with a half a day out.

Q. Working how many hours per day? A. Ten hours; for ten hours, sixty hours per week.

Q. That was working eight looms? A. Yes, sir.

Q. Now take those envelopes; what do those envelopes that you hold in your hand represent? A. A month's pay in the Strong mills two years ago.

Q. Give the figures. A. Twenty-six dollars and sixty cents (I was out a week on that); \$30.15, (I was out a couple of days on that one); \$31.92, \$28.14, (I was out on that.)

Q. How long? A. I couldn't say; all these small pays I was out on probably one or two days; \$35.42, \$37.52, \$37.38, \$32.34, \$31.50, \$33.93, \$36.68, \$39.60, \$24.64; it was considered one of the worst mills there was in the whole Harmony company.

By Commissioner DONOVAN:

Q. Which one of those pays did you work on the whole sixty hours per week for the whole month? A. To the best of my knowledge those are for the full time. (Referring to the envelopes for \$36.68 \$39.60, \$37.38, and some others.)

[Mr. Niver offered all these envelopes in evidence. They were received in evidence and marked Exhibits A. to P.]

GEORGE HARPER, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Have you got a daughter named Tillie? A. Yes, sir.

Q. Does she work in the Harmony mills? A. Yes, sir.

Q. Do you recollect about the envelope you hold in your hand? A. Yes, sir; I got it myself out of the office.

Q. What does it represent? A. It represents time; that is all; I got \$2.75 for two weeks' work; after she got discharged she had two weeks coming to her.

Q. Well, it represents two weeks' work? A. Two weeks' work.

Q. And amounted to how much? A. Two dollars and seventy-five cents.

Q. How old is the girl? A. She is sixteen, going on seventeen years old.

By Mr. JOHNSON :

Q. What mill did she work in? A. She worked in No. 1, sir; this is the girl that got discharged for trying to change her place from up-stairs, and I spoke to you about it, and the superintendent said he would make it all right, and he would not let her work any more; Norders would not, and then she tried to get work on the frames, where she could make more pay, and the boss said, "I got lots of girls; I don't need you any more," and she was discharged.

By Commissioner DONOVAN :

Q. This is your daughter, is it? A. Yes, sir.

Q. Did she work two weeks for this? A. Yes, sir.

Q. Ten hours a day? A. They did not work all the afternoon; not ten hours a day.

Q. How many hours a day does this represent for two weeks? A. She worked full more hours.

Mr. JOHNSON.—Mr. Williams gave his envelopes here yesterday, and we have boys in that room who have not worked there but a year, about sixteen or seventeen years of age, and the same week that he got \$7.87, for the same work, one of them, Gilday, received \$10.95, and Brinsley, 10.80. The next two weeks, when Mr. Williams had \$7.60, for the same work, Mr. Gilday, for about nine days, had \$8.28; Mr. Brinsley, \$10.92.

The strike continued until September, when the employes returned to work without receiving any concession from the company.

SHIRTMAKERS.

GREENWICH.

About the middle of January a strike took place in the Balch shirt factory, at Greenwich, caused by the firm refusing to pay for extra work in the manufacture of their goods. A committee of employes called at the office of the Board and expressed their willingness to have the difficulty settled by arbitration. A member of the Board

visited Greenwich, and after several conferences with the parties, the following agreement was signed:

GREENWICH, February 3, 1887.

It is hereby agreed by E. A. Balch, of the Balch shirt factory, and Maggie Clune, Anna Murray, Maggie Guiden, Elizabeth Davis, Bridget Haley, Ella Manning, Mary Franey and Maggie Ryan, committee on the several branches of work, on behalf of the employes of said factory to submit the existing difficulties between the company and its employes to the State Board of Arbitration, and we agree to abide by the decision of said Board.

It is further agreed that the prices fixed by the State Board of Arbitration shall date from the time of their return to work.

On the signing of the agreement to submit the questions at issue to said Board the employes shall return to work, and no difficulty shall take place during the investigation by said Board.

(Signed) E. A. BALCH, for the company,
MAGGIE CLUNE, on bundle work,
ANNA MURRAY, set in bosoms,
MAGGIE GUIDEN, set on bosoms,
ELLA MANNING, collar bands,
MARY FRANEY, gussets,
MAGGIE RYAN, felling and bagging,
BRIDGET HALEY, cuff bands,
MRS. E. DAVIS, hemming,

Committee.

The Board met at the Hamilton Hotel, Greenwich, N. Y., on the 8th day of February, 1887, all the commissioners being present.

E. A. Balch appeared on behalf of the Balch shirt factory, and the employes were represented by A. S. Crandall.

The agreement of the parties submitting the existing difficulties to the State Board of Arbitration, and the list of grievances of the employes, with the accompanying schedule, were read as follows:

To the State Board of Arbitration:

GENTLEMEN.—We, the employes of the Balch shirt factory, now on strike, believing we have just cause for grievance, and being unable to effect a settlement with Mr. Balch, respectfully submit to your honorable body for arbitration the following: We ask,

First. That we be paid the same prices mentioned in the accompanying schedule.

Second. That the deduction of eight per cent be discontinued and we be paid 100 cents for a dollar.

Third. That the girls be allowed to return to their former places in the shop.

Fourth. That machines furnished to the employes by Mr. Balch be charged at the market price of such machines, or that the employes be permitted to purchase such machines where they choose.

NELLIE MORIARTY, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Chairman PURCELL:

Q. Will you please give us your construction of this first demand and the reasons that you should be paid the same prices mentioned in this schedule which prevailed two years ago? A. About three weeks ago, or over a month ago rather, a new gusset was presented to us to do; the work was sent down to us and no one offered to do it only the forelady; we went to Mr. Balch and asked how much we were to get for those gussets extra; he said, "Go down stairs and put the gussets in; try them for a day or two; perhaps they would be worth one cent, perhaps they would be worth five or six;" we asked Mr. Balch if he knew how much he was going to get for the gussets; he said he certainly did; we asked him then why he could not set a price on them; he said he did not know how they would work; we asked him whether we would try them at the same price the gusset hands put in the old ones for; he said three cents, and we said three and one-quarter, just what the gusset hands were getting; he said, "All right," and we went down stairs and went to work on them at three and one-quarter cents for two dozen; that would be the same as one dozen for the gusset hands, because we had to put them on one side of the shirt and the gusset hands had to put them on two sides; the baggers and fellers were to get the same on every two dozen; they went to Mr. Balch and told him that it would be impossible for them to do it, and they would not finish the work unless they got more; he told the bundle hands they would stop after putting them in; he came down stairs—he did not speak to all the girls particularly—he came down to the foot of the stairs and said, "Girls, we will make away with the gusset system;" in the meantime he gave the baggers and fellers—what he gave them for two dozen he gave them for one—to finish them up; then we supposed that they were done away with, until about a month afterwards our forelady said we could have no work unless we took the gussets; we went to Mr. Balch again and asked him what he was going to do about the gussets; he said, "Go down and put the gussets in;" we said we could not do the same as we did before; they neither satisfied you nor satisfied us; he said, "You got so that you could do

them good at last;" I told him that I had my last bundle to repair as well as the first that I did; then there was something said about whether he would pay the prices of the Shushan shop; he said, "Yes;" when we done a bundle of work it would amount to just the same as the Shushan shop did; one of the girls turned to Mr. Balch and said, "Will you do by us as Mr. Piser does by his girls—furnish us thread and five cents off on a dollar?" he said no, that he would not; then we asked him would he give us our eight cents back if we did the gusset for the same price we had done it; he said if we did not like his rules we could put our machines under our arms and go; we talked with him and we spoke about our thread and our eight per cent and different things, and he said that he raised our pay; I asked him to make up one bundle of work for me at the same price that I got when we done piece-work and the same price that we get now; he said he did not know how we could fix it to make piece-work of it as we did it in a bundle and did not pay by the bundle of work; we spoke about one piece of work that we always got twenty-six cents for joining, and we still get it now, and he said we never got twenty-six cents for joining; there was more disputing and we could not come to any settlement; he would not tell us either one way or the other and we came away.

Q. Now tell us about your theory and ideas about this deduction of eight per cent. A. Two years ago, I can't say certain two years ago, but about two years, Mr. Wallerstein came from Troy; the power went off and the girls were all gathered together, and he said that in order to run the shop he would have to deduct us eight cents on the dollar.

Q. Who is he? A. He is the man Mr. Balch gets his shirts from, I believe; he said that he had to store his work away, that he got no sale for it, but he said in order to keep the shop running and not break it up I will keep you girls at work and make a deduction of eight cents on the dollar; he said, "But if I get sale for my work I wont take it off at all;" he said, "I give you my word;" about three weeks the girls had to work evenings to fill orders, for Mr. Wallerstein, and it has continued so ever since and nothing has been said about the eight per cent; we stopped Mr. Wallerstein once when he was in the shop and Mr. Balch ordered us out of the way to let the gentleman pass.

Q. Is that all about the eight per cent; what have you to say about this proposition that the girls be allowed to return to their former places in the shop? A. Well I understand from that that since the girls went back, there is two of the girls that have not been put in their proper places, but I have not heard it from any proper authority; the girls are here themselves.

Q. "That machines furnished to the employees by Mr. Balch be furnished at the market price of such machines or that the employees be allowed to purchase such machines where they choose."

MR. BALCH.—I consent to that.

Q. When Mr. Wallerstein was there did he ever give you any encouragement that he would restore the eight per cent? A. We never were allowed to speak to Mr. Wallerstein; we attempted to stop him once and Mr. Balch told us to get out of the way and let the gentleman pass; he said if he had plenty of work he would restore the eight per cent, the day he took it off.

Q. Have you ever received any portion of this eight per cent? A. We have not but the fellers have, the fellers and baggers.

Q. They have received back the eight per cent? A. Yes, sir.

Cross-examination by Mr. BALCH:

Q. In regard to this gusset, when you girls all came out in a body and came to me in regard to this gusset, didn't I for a long time urge you to try those gussets before a price was set? A. Yes, sir.

Q. What reply did you make? A. We could not do these gussets for nothing.

Q. Didn't you force me to make a price? A. Yes, sir; and it was not satisfactory to Mr. Balch or to the girls.

MR. BALCH.—A gusset is a thing that they put in the tail of the shirt here to keep it from spreading, to fasten the back and front together.

Q. When I tried to get you to try that gusset, didn't you say that that must be decided before you put one on? A. Yes, sir.

Q. And you were not willing and I told you that I could not tell what it would be worth and wanted you to try? A. Yes, sir.

Q. In regard to these girls being replaced, you don't know anything about that? A. Not that I can take my oath to.

Q. Do you know that this eight per cent has never been restored to me? A. I never knew for certain whether it was off you or not.

Q. You have had your pay promptly at the rate we agreed on at that time? A. Yes, sir.

By Commissioner ROBERTSON:

Q. Do you know what prices they get for this class of work at any other place? A. I do not.

Q. About how much can you earn a week, if you have work all the time, at these prices? A. I can't take my oath for sure.

Q. Do you know how much you earn a day—about how much? A. Yes, sir; a dollar and a dollar and a quarter; sometimes a great deal less.

Q. Why is it sometimes a great deal less? A. The different kinds of work we have ; it is a great deal harder to do some kinds of work than another.

Q. How often are you paid? A. Once a month.

Q. How much did you earn last month ; don't you remember that? A. Last month I did not work all the month.

Q. Take the previous month. A. Seventeen dollars and eight cents ; that is clear.

Q. What month is that? A. December.

Q. You got \$17.08 clear of all deductions? A. Yes, sir ; I made \$20.81.

Q. I am speaking about net. A. That is what I got — \$17.08.

Q. Is there anything else deducted besides the eight per cent? A. That is all deducted, but we have to buy our thread out of what we make.

Q. Can you tell us what the thread would cost in a month? A. I never tested my work the month through ; I can earn about six dollars with seventy-three cents worth of thread.

Q. How many hours in a day do you work? A. I work ten hours in the shop, and have to work home in the evening turning work that once came to us turned.

Q. How long do you work in the evening? A. To do a good day's work I have to work two hours steady.

Q. You work twelve hours a day? A. Yes, sir.

Q. Are you compelled to work the twelve hours in a day? A. No ; but it helps our work so much.

Q. You could do that turning in the shop? A. Yes, sir ; but the pay would be so much less.

Q. Your work is by the piece ; to earn any money you have to work these two hours, but if you choose to work only ten hours you are not required to do any more by Mr. Balch? A. Yes, sir.

Q. What is the turning? A. The facing that has to be put on the back, on the sleeves and the yoke.

Q. That is turning the edges? A. The edges already to stitch on to the shirt.

Q. What time do you commence work in the morning? A. Seven o'clock.

Q. What time do you stop work in the evening? A. Six o'clock.

Q. Have you ever attempted to figure the price paid for the making of a shirt, how much it amounts to, a single shirt? A. No, sir.

Q. You can't give an average price? A. No, sir.

By Mr. BALCH:

Q. In giving what you earned that month, do you mean to say that you put in a full month, ten hours a day? A. Not every minute, I would not.

Q. Would you say that you put in all the days? A. I would not say that I was there every minute in the day, but I don't think I lost a whole day.

Q. Were you out on Christmas? A. I think Christmas comes after the twenty-fifth.

Q. No, it comes on the twenty-fifth. A. Your power did not run that day.

By Commissioner ROBERTSON:

Q. What did you earn the month before? A. That is \$17.08; the month previous to that, \$26.11.

Q. Was that net? A. That is net; we had very good work; there is one kind of work we can do well at; we change our work with the girls, around among ourselves.

Q. You take the month of November, can you say whether you were out all day any day? A. I can't say for certain; Thanksgiving comes in that month; I did not work Thanksgiving.

By Mr. BALCH:

Q. Didn't you stay home some days when your mother was sick? A. Certainly I did.

By Commissioner ROBERTSON:

Q. What is the difference in the work done that causes such a difference in the earnings? A. There is one kind of work that I can do faster than another; forty-two's I can do faster than I can do heavy stitched backs where the thread breaks every time I make a stitch.

By Mr. BALCH:

Q. How is the forty-four shirt? A. Forty-four is a nice shirt to work on.

Q. What is the hardest shirt to work on? A. Ninety-two I believe is

Q. And ninety-two we do the least of, don't we? A. We don't have a rush of them, but we have some of them every month.

By Commissioner DONOVAN:

Q. You have to purchase your own thread? A. Yes, sir.

Q. Where do you purchase it? A. Of Mr. Balch.

Q. At the current market rates? A. I don't think so.

Q. What do you pay? A. I pay forty-eight cents for 2,400 yards; that is the upper thread, six-cord Willimantic thread; and twenty-five cents for three-cord thread, but we don't always have that thread; we have a wiry thread that we have to pay the same price for.

Q. What branch of the work do you work at? A. Bundle work.

KATY PENDER, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Chairman PURCELL:

Q. Will you tell us why you think you should be paid the same prices that are mentioned in the schedule that has been read here to-night? A. Well, as near as I can; well, I don't know as I can give you a very definite answer, but I think that when we earn a dollar we ought to have a dollar; I don't think that Mr. Balch has any right to it; if you ask me any questions I can answer them.

Q. You were at work for Mr. Balch when that schedule prevailed? A. I worked for Mr. Balch at the time we did piece-work; at that time he took off five per cent; then I was at home when he took off the thread; when I came back it seems he gave the girls back the five per cent, and gave them five per cent for the thread; he gave it for two months, and then he dropped that five per cent, and gave them only the five per cent they were entitled to to pay for their thread, and took off the other five per cent; I saw it on the books afterwards; then I left Mr. Balch's factory and was at home for some time, and came back after the eight per cent had been taken off.

Q. Your statement amounts to this, that you think you are not receiving remuneration for your services within eight per cent? A. Yes, sir.

Q. That the net receipts that you get should be increased to that amount? A. Yes, sir.

By Commissioner ROBERTSON:

Q. Have you worked regularly every day for a month at any time? A. I may have stayed out half a day or a whole day, but not more than that, and there were times when I worked steady, with the exception of a few hours in the afternoon, but not more than once or twice in a month.

Q. Can you tell what you earned in the month of November? A. I can't give it exactly, but I can give it pretty near.

Q. Can you give it within a day? A. Yes, sir; some months I make \$22, after my percentage is off, and the month before this, the November month, I earned—before the reduction was taken off—I earned \$33.78 in December; when I received my pay I got \$27.07.

By Mr. BALCH:

Q. Does not your book correspond with that? A. No, sir; it does not.

By Commissioner ROBERTSON:

Q. The eight per cent was taken off? A. Yes, sir; and my thread.

By Mr. BALCH:

Q. You have worked in other shirt shops, haven't you? A. Yes, sir.

Q. You have worked where? A. I have worked for Mr. Crosby, when the shop was in Cambridge; I have worked for Mr. Piser, of Shushan.

Q. Did you make bigger wages there than you do with me? A. Yes, sir.

Q. What work did you do there? A. I worked on the facings.

Q. Why did you leave there and come to work for me? A. Because my church was here and my church was not there, and I worked for you until you took off the eight per cent, and when you put in those gussets my work on the gussets was such I could stand it no longer.

Q. When you worked at Cambridge and there was a Catholic church there why did you have such a preference for the Greenwich Catholic church? A. The shop was moved to Mechanicville; in Mr. Piser's shop they have a turning machine there and they can turn their work in half an hour, while we have to work two hours after the ten hours in the shop.

Q. I understood you to say that I allowed in the first place five per cent and I was taking off five per cent more and you find, from looking at the books, that I took off part of this; you don't know that except from looking at the books? A. I saw it on the books; the books will show that I was right.

By Commissioner ROBERTSON:

Q. What did you earn at Shushan? A. I have earned as high as thirty-five dollars; there were some months there that I went home Saturday nights and I would not go up Monday until the 9 o'clock train, and then I could not get there until after 10 o'clock, and when I went home Saturday that took almost another half day from me; I have earned less, but I have made that.

Q. Are the prices at Mr. Piser's shop the same as they were when you worked there? A. I could not say on my oath, but I have not heard of any reduction being made.

By Commissioner DONOVAN:

Q. When you left work were you permitted to take your machine with you, if you so desired, in the strike? A. Yes, sir; Mr. Balch told us if we could not conform to his rules to take our machines and go; of course the machines were ours.

Q. Did you purchase it from Mr. Balch? A. Yes, sir.

Q. Yours was paid for? A. Yes, sir; I purchased it from Mr. Balch about five years ago.

ANNA MURRAY, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. What branch of the business do you work at? A. Set in bosoms.

Q. What wages do you earn — how much a month? A. They vary so much I could hardly say; some months I do better than others.

Q. Give us the last two or three months? A. October I earned \$17.96; September I earned \$33.35; I had a style of bosoms that I did a great deal of the work at home; they were slide bosoms; August I earned \$30.90; I also had slide bosoms.

Q. What did you earn in December last? A. I don't think I was in the shop that month; I was away.

Q. Was this after all deductions? A. Yes, sir; July I earned twenty-five dollars; May I earned \$18.22.

Q. What was the cause of that? A. I can hardly say what was the cause of that.

Q. Was it slackness of work or was it of your own volition from being absent? A. I can hardly say, but I don't think I was absent; I don't think we had much work; I can hardly say, it is so long ago.

Q. Do you have much idle time in the shop? A. I have a good deal of idle time in the shop some months.

Q. To earn thirty dollars in a month how many hours work do you have to do at home? A. I can't say; I work at home when we have that kind of work; there is one kind of bosom that we have to turn, the slide bosom.

Q. How much did you earn in August? A. I earned \$30.90 in August; if I remember right, that was the month I had turning to do at home.

Q. When you had turning to do how long would it take to do the turning? A. A day's work?

Q. Yes, sir. A. It would take between two and three hours; I could not say exactly.

Q. Was the eight per cent taken from your pay? A. Yes, sir.

Q. And the same prices that you heard Miss Moriarty swear to charged you for thread? A. Forty-eight cents for upper thread and twenty-five cents for lower.

Q. You have no complaint to make on machines? A. No, sir; I owned my machine when I came here.

By Mr. BALCH:

Q. Isn't there some months that you don't put in half of the time?

A. I can merely say to that I usually work when I have work.

Q. Is it your fault or mine that you don't have work of some kind?

A. I don't remember the shop ever being out of work.

Q. Haven't I often urged you to take other work when you didn't have bosoms to put in? A. Am I not a set in bosom hand?

Q. Is it not your fault that you don't make wages in that shop on something? A. I don't remember the shop ever being entirely out of work; there has been times when I asked the forelady or you for set in bosoms, and I could not get them.

Q. Isn't it your fault if you are idle there half an hour? A. I have been offered work of some kinds that I refused.

Q. Has there been a time in that shop when you could not have work so as to be busy every hour? A. I don't remember ever asking^t you for other work.

Q. Didn't I ask you to do it? A. What work did you ask me to do?

Q. Didn't I ask you to do bundle work? A. I don't remember that you did; you asked me to work at set on; did I do them?

Q. Have you put in the time there so as to claim ten hours a day in that shop? A. I could not take my oath to working ten hours a day when I could not get work.

By Commissioner ROBERTSON:

Q. When you have not been able to get you work has he offered you other work? A. He has offered me set on bosoms sometimes.

Q. And you refused? A. Sometimes I have; he never offered me bundle work that I know of.

Q. Could you get work of some kind when you were idle? A. Very often I could.

By Mr. BALCH:

Q. Didn't I urge you to take other work? A. I don't remember you doing it; you have offered set on bosom work and I have refused it.

Q. Haven't you frequently, during the last year, received over thirty dollars for a month's work? A. I could not say without looking at

my book ; there are two months here, I think ; September I have \$33.35.

Q. What did you get in February, a year ago? A. I think it is \$32.90.

Q. The succeeding month, March? A. March, \$28.60.

Q. And April? A. Twenty-five dollars and thirty-six cents ; the next month is \$18.22.

Q. And what is the next month? A. The next is twenty-five.

Q. And what is the next? A. We had slide bosoms, I think ; \$30.90.

By Commissioner ROBERTSON :

Q. You speak of your net wages in all these cases? A. Yes, sir.

By Commissioner DONOVAN :

Q. What is the difference between the slide bosoms and the others? A. The slide bosoms we have to turn in order to set them in front ; the slide bosoms we get twenty-six cents for, and for the bound bosoms, stitching on the binding and putting in the bosoms we get thirty-two and a half cents for a bundle ; that is two dozen.

Q. Have you ever averaged what is paid for the manufacture of a shirt complete outside of the material? A. I never have.

MARY DWYER, a witness called on behalf of the employes, being duly sworn, testified as follows :

Q. What branch of the business are you in? A. Set in bosoms.

Q. What wages do you earn per month? A. I have not my book ; the December month I had \$19.98, I think.

Q. That is net, the money you received? A. Yes, sir.

Q. Did you work all the month? A. I did ; I worked on bundle work about half of the time ; we did not have work.

Q. Did you work in this factory before the eight per cent deduction was made? A. I did not.

Q. And you think you ought to receive the gross amount without the reduction of eight per cent? A. I do.

Q. Have you earned higher than nineteen dollars? A. November, I think it was, I earned \$25.42 ; October, but not on bosoms though ; I had to work on bundle work.

Q. You will make more money on bosoms than you will on bundle work? A. We don't have steady work on bosoms.

Q. If you had steady work on bosoms, would you make more than you would on bundle work? A. Some kinds of bosom work we can make more on than we can on other kinds.

Q. When you made the large amount, did you do this kind of work

that you are required to do turning at home? A. Yes, sir; on slide bosoms.

Q. How many hours were you obliged to work at home? A. Sometimes from seven to ten, three hours; there is another kind of bosoms, open fronts, we have to do the turning of those at home, and we can't do them during the day, and that is twenty-six cents, and thread and percentage off of that.

Q. Do you pay the same prices for thread as was testified by the other witness? A. I do.

Q. Do you know what is charged for thread in other mills? A. I do not.

By Mr. BALCH:

Q. What proportion of those bosoms that you put on do you think are slide bosoms — half, a quarter, a third, or how much; in the bosoms that you put on, which do you put on the most of? A. I put on more slide bosoms.

Q. Do you put on more slide bosoms than the rest of these hands; do you put on slide and they put on bound? A. No, sir; we work at the same.

Q. Do you think you have more of the slide than the bound? A. No, sir; I do not.

Q. You have more of the bound? A. Yes, sir; but we have a good deal of turning.

By Commissioner DONOVAN:

Q. Have you ever worked in any other mill? A. No, sir.

Q. You don't know the prices paid in other shops? A. No, sir; I do not.

KATY MOARN, a witness on behalf of the employes, being duly sworn, testified as follows:

Q. Miss Moarn, how long have you worked for Mr. Balch? A. I think the first year he went in business here.

Q. How long ago is that about? A. It was five years ago the first of last June.

Q. What do you earn per month net? A. I have been on this kind of work, they took the eight per cent off only the last few months.

Mr. BALCH.—You mean this set on bosom? A. Yes, sir.

By Chairman PURCELL:

Q. How much did you receive for the month of December? A. I couldn't say; I have been away, and I have not my book here.

Q. Did you earn as much when you were at work on the bosoms as on the work that you were at previously? A. I earned more on the bosoms.

Q. Then you earned more when the eight per cent was taken off than you did on the work where it was not taken off? A. Yes, sir, on the bosoms.

Q. What can you earn in a full month on the work you are at at present? A. I have earned thirty-five dollars; is that right, Mr. Balch?

By Mr. BALCH:

Q. Thirty-four dollars and twenty-two cents in the month of August; \$35.58 one month? A. Thirty-five dollars and fifty-eight cents one month.

Q. Did you have to work nights to make that? A. No, sir; not very often; when I had slide bosoms I had to turn those nights; I don't know whether I had them that month or not.

Q. This amount you get after the percentage is deducted?

Mr. BALCH.—That was net cash in her envelope.

By Commissioner DONOVAN:

Q. Can you tell me if there are some branches of the work that are better paid than others? A. Yes, sir; there is.

Q. What are the branches; bundle work and set on bosoms — are there different prices? A. Yes, sir; we get twenty-three and one-half cents for one bosom, and we get twenty-four for the other; I can put on more of the bosoms for twenty-three and one-half cents than I can of the work we get twenty-four cents for.

By Mr. BALCH:

Q. You have very few of those thirty-four's, haven't you? A. Ever since I have been on them they have been divided up.

Q. We have not had a great many of them? A. Quite a good many.

By Commissioner ROBERTSON:

Q. This different kind of work, is it divided up evenly among the girls? A. Sometimes it is; it is intended to be, but it is not always done.

Q. Is there any partiality shown in giving work to the girls; is there any girl supplied with work while other girls are standing idle? A. Not on my work.

Q. Any that you know of outside your own work? A. No, sir.

Q. Do you own your own machine? A. Yes, sir.

Q. Did you buy it of Mr. Balch? A. Yes, sir.

Q. What did you pay for it? A. Forty-five dollars.

Q. Who did you buy it from? A. Mr. Balch; I don't know as I bought it of him, but he took the rent of it.

ALICE HAMMOND, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Commissioner ROBERTSON:

Q. What sort of work do you work on? A. Set on bosoms.

Q. How long have you worked for Mr. Balch? A. It is three years in August.

Q. Can you tell us what your earnings have been in the last month, in January? A. I don't know; I haven't my book here.

Q. Can you tell any month? A. I don't remember any.

Q. What complaint have you to make; what fault have you to find with Mr. Balch? A. Well, we always had round bosoms; we have put on work that we used to get twenty-six cents for that now we only get twenty-three and a half cents for.

Q. That was before the eight per cent was taken off? A. No, sir; since.

Q. Can you tell me what wages you could earn at the lower rate of wages, what you could earn in a month? A. I couldn't tell, in a month.

Q. Did you work any nights? A. No, sir.

Q. Were you at work there before the eight per cent was deducted? A. Yes, sir.

A. And can you tell us why you think the eight per cent ought not to be deducted; what have you to say on that subject? A. Well, I think we ought to have our eight cents; I don't think that Mr. Balch has any right to take it off.

By Mr. BALCH:

Q. Did you not receive \$26.59 for the month of December? A. I don't know; I could tell you better if I had my book.

Q. And \$21.84 for the month of November; \$29.87 for October; \$25.06 for September; you think that those are the correct amounts, don't you? A. Yes, sir.

Q. And during those months you were not obliged to work nights? A. No, sir.

Q. You had no turning to do at home? A. No, sir.

Q. Don't we very often have to send you back to your work to keep you at work? A. I guess you have to do that with all the girls.

Q. Are we not very often bothered by you leaving your work? A. Not very often.

Q. Aren't you very apt to get up and leave your work and go off before noon? A. Sometimes; not very often.

Q. Don't you do that very often? A. The door is locked; I don't know how we can get out.

Q. Aren't you very often standing there waiting to get out? A. If we do, you are there to send us back.

By Commissioner DONOVAN:

Q. Have you ever worked in any other mill? A. No, sir.

Q. Do you own your machine? A. Yes, sir.

Q. Is it paid for? A. Yes, sir.

Q. Under contract? A. Yes, sir.

Q. From Mr. Balch? A. Yes, sir.

Q. What did you pay for your machine? A. Forty-five dollars.

Mr. BALCH. — That is the price I ask. It is a Singer machine, and I believe I am five dollars under the price of the Singer office.

Q. You have no knowledge of what is paid for thread in other factories? A. No, sir.

Q. Do you pay the same price the witness preceding you testified to? A. Yes, sir.

Q. Would you prefer in place of having the eight per cent reduction, to have the prices cut at the time the prices were made; that is, instead of working under the present schedule, and deducting eight per cent, would you prefer to cut the prices; at the present time you are paid the same prices under the schedule that you were two years ago? A. Yes, sir.

Q. And there has been a reduction made of eight per cent? A. Yes, sir.

Q. Would you prefer to have no deduction of eight per cent made and have a reduction in the schedule of prices? A. I think that would be the best way.

By Mr. BALCH:

Q. Will you explain to me what the difference is, if we take eight per cent off a single dozen shirts or take the eight per cent off what you have earned at the end of the month; do you suppose there would be any difference if we took off the eight per cent and put it on your book, or if we put the whole number of shirts on the book and took off the eight per cent at the end of the month; do you suppose that there would be any difference; A. I don't think there would; I did not understand your question.

MAGGIE CRONIN, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. How long have you worked for Mr. Balch? A. About six years; somewhere about there.

Q. All the time he has been here? A. Yes, sir; ever since he started his shop.

Q. What is your work? A. Reinforced hemming and reinforced stitching on the fronts and backs.

Q. In the kind of work that you do, do you work nights at home? A. No, sir; not unless I do bundle work; then I do facings at home and turn them at night.

Q. Do you ever do bundle work? A. Very often I do when I don't have work of my own.

Q. Can you tell what you earned in any month? A. November, nineteen dollars; December, thirty dollars.

Q. Can you tell why there was such a difference? A. November we didn't have work all the month; part of the time I did bundle work, and part of the time I did nothing; there wasn't any work to do.

Q. There was not work to do? A. No, sir.

Q. Do you find fault with Mr. Balch for that? A. Not when work is slack.

Q. Then it is not his fault that you did not earn more? A. Not in that month, it is not.

Q. When you have full work about what can you average in a month? A. We never have full work all the month through, so I can't state that.

Q. He can't furnish you full work all the month through? A. No, sir.

Q. How much of the time are you idle? A. Sometimes he will have work and sometimes not; I can't tell how much; sometimes it will be an hour or two a day, sometimes a whole day, and sometimes half a day.

Q. When you have plenty of work, all the work you can do, and you are able to work, how much can you earn, thirty dollars? A. Yes, sir.

Q. Without working nights? A. Yes, sir.

Q. This complaint then about deducting the eight per cent is that you don't get wages enough? A. We want our eight cents; the only complaint we have, we want our dollar for dollar; if we earn a dollar we want to get it.

Q. You don't like that way of doing business? A. No, sir.

Q. You would rather have the wages cut down? A. No, sir; we

don't want our wages cut down; I don't think we get any too much money.

Q. That is what the strike is for? A. Yes, sir; the strike is to get the eight cents that was taken off two years ago.

Cross-examination:

Q. Have you an idea how much the five months that commenced in August (that was the first full month we had in this shop), how much it would amount to—take August, September, October, November and December, and say nothing about the lost time—how much do you suppose I paid you in cash these months? A. I don't know Mr. Balch; I haven't my book.

Q. You know there was a good deal of time when you hadn't work? A. Yes, sir.

Q. And you went off and didn't do any work? A. No, sir; I took bundle work.

Q. And didn't I urge you to take other work when you could not get bosom work? A. We are supposed to do one kind of work.

Q. You earned in the month of August \$41.53. A. Forty-one dollars and fifty-three cents.

Q. September, \$33.83? A. Yes, sir.

Q. October, \$30.88? A. Yes, sir.

Q. In November, \$19.77? A. Yes, sir.

Q. In the month of December you received \$30.90? A. Yes, sir.

Q. Those added together make \$156.50? A. Recollect, Mr. Balch, we have a different kind of work than what we had then; last month I worked the whole month, with the exception of a very few days; I worked after the girls went out; we have reinforced fronts and you don't pay any more for those than you do for the back; we have only had those for a couple of months, and I had twenty-two dollars and a few cents clear, and I worked the whole month, with the exception of a few days, and we had work all the month.

By Mr. BALCH:

Q. You did not work any after the eighteenth? A. Oh, yes, sir; I worked after the eighteenth.

Q. You say that our work is mostly reinforced backs? A. That is what you expected; you said a little while ago that you put a certain class on our work and you said you expected more work and expected reinforced backs, and if that is the case, I don't expect to make any more than I am making now.

Q. Those are the figures, are they not? A. Yes, sir.

By Chairman PURCELL:

Q. You consider yourself an expert hand? A. Yes, sir; and I commenced work in the morning at half-past 6 and I work when I have time, at noon, and I work till the last one at night; there are girls on my work who can't turn off as much work as I can and never can; there are some can do more work than others.

By Mr. BALCH:

Q. When you have had a steady job haven't you made over fifty dollars in a month? A. Not now I don't; don't you know that you changed my work?

Q. Yes; you struck and I had other hands. A. No, sir; I did not strike; I had my work in less than a month when I went back, and since that I have had my own work unless there was not so many on.

Q. Can you explain that, why you did not have so much work? A. Was it on my account; did I go away or did I stay out?

By Commissioner DONOVAN:

Q. As you stated, you are an expert hand; you make a larger percentage of wages than the others? A. Yes, sir; I do on my work.

Q. Have you any knowledge of the prices paid in other factories? A. No, sir; I never worked in any other factory than Mr. Balch's.

Q. Do you know the prices paid for thread? A. No, sir; in some shops I heard they didn't have to pay for thread; I have never been in any other shop to seek work and don't know anything about it.

Adjourned till February 8, 1887, at 10 o'clock A. M.

At which time Mr. J. F. Hogan and Mr. O. Sherman appeared on behalf of the employees and conducted their case. Mr. Balch appeared on behalf of the Balch shirt factory.

Chairman PURCELL.—What we want to know is any facts bearing upon the equities of the case. We want to be familiarized with the work done by the employees and any incidental fact that will inform us upon the equity of the deduction of this eight per cent, or, on the other hand, of its not being deducted. And to that end, Mr. Hogan, you will proceed with the case.

Mr. BALCH.—It is understood, also, that if these prices are too high this Board have the power to regulate them.

Chairman PURCELL.—Mr. Balch, there are submitted to us existing difficulties between the company and its employees, and the existing difficulties, as formulated and presented to us, consist of those two propositions.

JENNIE McKEON, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Were you working for Mr. Balch at the time of this reduction two years ago, the eight per cent? A. Yes, sir.

Q. Will you please go on and state the understanding between Mr. Balch and the employes as to when this eight per cent would be restored? A. As near as I can; the power went off and Mr. Wallerstein came up and he called the girls all up to the table and he told them he would have to take a reduction of eight per cent of each dollar off the wages they got, because he was getting no orders for shirts and he had to store them all away; if we would not do that he would have to close the shop; we consented to it rather than close the shop; he said, "If I get sale for these shirts I will not take it off; I give you my word that I will not;" he said, "Probably I will not take it off at all, but if the market is open and I get sale for them, you can take my word for it that I will give it back;" but he said, "I am storing them away."

Q. After that was the work scarce or how did the work come in? A. We had a great deal of work; we had to work nights to do all the work.

Q. How long after that did the work come in? A. About three weeks; I can't say how long truly; it was less than a month.

Q. Have you been working steadily since then? A. Up to last spring; at the time of the strike in Troy we were out then five weeks.

Q. After Mr. Wallerstein had mentioned about that reduction he did not wait to see whether or not the poor markets warranted any reduction; he did reduce that same week or same month? A. He took it off from the beginning of the next month; that month he did not take it off; I believe it was in the middle of the month he came, and he commenced the following month.

Q. And has taken it off ever since? A. Ever since, yes, sir.

Q. Were all the girls in the shop reduced at the same time? A. They were, but the fellers would not hear to that reduction; they said they could not afford to, so they went to Mr. Balch, and he restored the eight per cent to them.

Q. Miss McKeon, do you always have to pay for the fixing of the machines? A. Well, ever since I owned my machine I have; when the shop first started in Cambridge we didn't used to.

Q. When it became injured did you have to send a machine away to have it repaired? A. I sent my machine a month ago, or at least Mr. Balch did, with a number of others, and when they came back I didn't have it; the machines are all numbered, but it was three seventy something, and I asked Mr. Balch what the number of my machine

was and he said he could not find the number, but there was a machine on the list about that amount and he said it must be mine; that there was only a mistake in the figure, and I had to pay that price for fixing the machine; I don't know whether it was my own or not.

Q. Do you remember the time that the sleeves were simply bagged in stitching? A. I do.

A. About what price was paid for it? A. Six cents.

Q. Do you recollect that there was an addition of work, or rather a felling? A. Yes, sir; work that was only bagged we got six cents; now it is run up and they call it felling the sleeves, and there is double the amount of work, and they only get six cents for that.

Q. They have not only to do the bagging, but they have also to stitch a fell, and it is double work? A. Yes, sir; the work used to come turned, too, and now we have to turn it.

Q. Is that done by machinery? A. No, sir; of course it can be done in the shop, but the girls take it home at night and turn it to make a fair day's pay

Q. How long do you have to work at night? A. I don't have much turning to do, but turners generally have to work two hours unless they have help.

A. And if they do the work in the shop they lose the time it takes to do that work, do they? A. Yes, sir; certainly.

Q. They lose about two hours' work? A. Yes, sir.

Q. Under the old schedule you did not have that to do? A. Not always; as a general thing it came turned; sometimes it did not.

Q. Do they have much of that work to do? A. It is all now; they have turning on all shirts that come, except the very cheapest, and that we seldom have in the shop.

Q. Who furnishes the thread? A. We buy it from Mr. Balch; one time we didn't have to buy thread.

Q. How much do you have to pay for the thread? A. For upper spools we pay forty-eight cents; for bobbing thread we pay twenty-five; there are 2,400 yards on both spools, but the upper is six-cord and the under is three.

Q. You say that they did not always pay for the thread they used? A. No, sir.

Q. When Mr. Balch notified the help that they had to pay for the thread were they allowed in their wages what would pay for the thread, that is, the amount? A. On some works he did; he told us he would allow us ten per cent, he called it; at that time he was taking off five cents on the dollar, and he gave us back that five cents and five cents to pay for the thread; that was only five cents more than we

were entitled to; for about three months he gave us that, and then he took that five per cent off again.

Q. You got five per cent for three months over what was a five per cent reduction? A. Yes, sir.

Q. He simply restored a five-cent reduction and then gave you a five-cent raise? Yes, sir.

Q. For how long? A. About two or three months; I don't know just how long it was.

Q. Then he took off the five cents? A. Yes, sir.

Q. Any more? A. Yes, sir; the eight per cent in about two years.

Q. Was that five a part of the eight? A. He took that off and took the eight off besides that.

Cross-examination:

Q. Don't you remember that when this price was put on to the different kinds of work that you were told that if there was any girl that her percentage would not buy the thread to make her part of the work that we would have it tested? A. Yes, sir.

Q. And if we had not given them enough for the thread we would give them enough? A. Yes, sir.

Q. And that if we had given them too much it would reduce the percentage? A. Yes, sir.

Q. Did you ever ask us to have any girl try that thread and see if they did not have enough? A. You told us that we did have.

Q. And I told you that if any girl felt aggrieved, and they did not have enough added to their wages to pay for the thread, that we would test the spool? A. I don't remember you ever asking me that except at the time of the strike.

Q. Didn't I tell you that if any girl felt aggrieved we would test the work? A. You told us when we were out that you would have it tested.

Q. And didn't I say that if you felt yourself aggrieved, we would test the thread and see if you had enough? A. He did say that before we went into work.

Q. For the gratification of those girls, didn't I tell Nell Davis there that if they thought we did not give them thread enough we would have it tested, so as to make the thread enough? A. You said so before we went in; when we went in, you said you had tested it.

Q. Do you know about what you received for your labor for the last—we will say since we came to the new shop—for the last five months? A. I haven't my book for all; I have it for some.

Q. Can you go back as far as August? A. It was here, but I have only October here.

Q. What did you have for October? A. Twenty-eight dollars and nineteen cents.

Q. What did you have for November? A. Thirty-one dollars and eighty-eight cents.

Q. And for December? A. December I had \$25.53, but there was \$3.76 out of that.

Q. If you paid for fixing a machine, I have nothing to do with that. A. How do I know if I paid for my machine or not; how do I know whether that was the right amount or not?

Q. Wasn't your name on that bill? A. No, sir; the number of my machine was not attached to this bill.

Q. You got your own machine, didn't you? A. Yes, sir; next month I got \$13.98.

Q. In the month of August you received \$30.10, did you not? A. I couldn't say.

Q. And for the month of September you received \$25.77.

Chairman PURCELL.—We don't want this kind of negative testimony.

Q. Have you paid very much for the repairs of this machine before this last charge? A. Every time when it was needed; when it was fixed I had to pay for it; when it was not I did not have to.

By Commissioner ROBERTSON:

Q. What I want to know is about how much it costs to repair these machines; you don't recollect? A. No, sir; if you have to have some new parts in it costs a great deal more than others, but I couldn't say how much.

Q. Except in this last case, in all the other cases the amount given is the amount received over and above all repairs, thread, percentage and everything? A. I suppose so.

By Commissioner DONOVAN:

Q. In your book you stated what months? A. I have stated October, November—

Q. Commence at October; what were your gross earnings for October? A. You know I pay for my thread in checks before it is put on my book; we have a check; it is how much we get for the shirts; I had \$30.64, besides I paid for my thread; for \$30.64 it takes over five dollars worth of thread.

Q. Any other reductions besides that? A. Not on that month; my percentage was taken then, so it left me \$28.19.

Q. Did you have any more repairs made in your machine during the last five months, except the bill you spoke of? A. I had it fixed

several times during the last five months; we had a machinist there within the last five months.

Q. Since the machinist was there who made the repairs to the machines? A. Mr. Balch has been doing it.

Q. Have you ever worked in any other shop? A. No, sir.

Q. And don't know what is charged in other shops for thread? A. No, sir.

By Mr. BALCH:

Q. You have that privilege to purchase of me or anywhere else if you can buy it any less? A. Yes, sir.

By Commissioner DONOVAN:

Q. Explain what is meant by felling and bagging? A. There is the way the sleeve used to come; this is just one row of stitching, just one backing like that; that one row of stitching puts it all together; now to do that work we have to have two rows of stitching, run it up first and then put in a feller and run it back.

Q. Before you had only one row of stitching and now you have two rows of stitching for the same price? A. Yes, sir.

Q. It is about double the work? A. Yes, sir; just double the work.

By Mr. SHERMAN:

Q. How many hours did you have to work in this month of November when your wages were thirty dollars? A. I worked generally from 7 till 6; I did not work over-time; I may have but I don't remember it; but I worked very steadily; if I did not I would not earn that.

Q. Have you ever compared your earnings now with what they were before the reduction was made? A. Yes, sir.

Q. How much less are your earnings now than they were before the reduction was made? A. They run from five, six, seven, eight to ten dollars anyway.

Q. A month? A. Yes, sir.

Q. How much pay did you get for the work before you paid for the thread? A. Before I paid for the thread I got twenty-six cents; there was a time in the shop when they got thirty for what they get twenty-six; I always got twenty-six for joining and putting in the sleeves.

Q. That was before you had to pay for thread? A. Yes, sir.

Q. How much do you get now? A. Twenty-six cents.

Q. And you pay for the thread? A. Yes, sir; and eight per cent off.

Q. You get the same price now for joining and buy your own thread, and a reduction of eight per cent, that you got before you had to buy your own thread? A. Yes, sir.

Q. When Mr. Balch offered to test the thread here that he mentioned was it while the hands were unemployed? A. Yes, sir.

Q. He states that they did not avail themselves of the opportunity to test the thread. A. He did not ask us to test it, but he said he would rather have one other there to test it.

Q. He asks if you availed yourselves of the opportunity to make the test and he also adds that you did not, and he gives the impression that when you went in to work that you were asked to have the thread tested; was that the case? A. No, sir; we found fault with the thread and thought it was short, and he said it could not be, because he had it tested and he couldn't give us any more.

Q. Did he go to the girls and say that he was willing to go before somebody and have it tested? A. He said he would have a girl come in the shop there and test it.

Q. One of the girls? A. One of the girls; I don't remember who tested it.

Q. Did he bring any of the girls in there to test it? A. I believe he did.

By Chairman PURCELL:

Q. What do you mean by testing—to see how much thread would do so much work? A. Yes, sir; he would take a dollar's worth of work and see how much thread it took to do that dollar's worth of work; he claimed that ten per cent would pay it, and if it didn't he would put enough on to pay it.

By Commissioner DONOVAN:

What is the style of that gusset? (Shirt shown to witness). A. This is the old gusset.

Q. What is the new gusset? A. The hemmers take, and when they run the shirt they insert it right in there.

By Mr. BALCH:

Q. Did you ever ask us, after we made that proposition that if any girl thought they were not getting thread enough, that we did not pay them enough to get the thread, did you ever ask us to have any girl test it? A. No, sir.

Q. But accepted the thread as it was given to you? A. No, sir; I told you it did not pay me.

Q. Did you ever ask me to have it tested again? A. No, sir.

By Commissioner DONOVAN:

Q. Did you find fault with what you were receiving; did you find fault to Mr. Balch with the amount that he was allowing you for thread? A. I did; yes, sir.

Q. What did he say? A. He said that he had this work tested and he believed what he gave us was paying for the thread.

Q. In what branch of the work are you engaged? A. I am in the bundle work.

Q. You furnish the thread for all of that part of the work that you do? A. Yes, sir; we do.

Q. And how much do you get? A. It depends on the work; on this kind of work, for two dozen we get \$1.15, if they are not pieced; if they are pieced we get six cents more; that is \$1.21.

Q. Then the eight per cent comes off that? A. Yes, sir; and your thread.

SARAH CRONIN, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN :

Q. Do you do the same work as Miss McKeon? A. All but the joining.

Q. That is on the shoulders? A. yes, sir; and felling in the sleeves.

Q. Do you do any of this work with the joining? A. What do you mean, the shirt part?

Q. You say you do the same as Miss McKeon only the joining? A. Yes, sir.

Q. Will you please show us with the shirt what work you do? A. I hem them on the skirts, I put on the sleeve facings, I piece the sleeves when they are pieced, I put on the back facing, I put on the yokes, and I have a joiner and she joins on the shoulder and runs in the sleeves; I put the yokes on one side and the joiner puts them on the other side; that is all I do.

Q. You say when you have a joiner the joiner does the joining on the shoulder? A. Yes, sir; and puts in the sleeves.

Q. How much do you get for what is done there that you have charge of? A. On some work I get eighty-five cents a bundle and on some work I get seventy-one cents; on some work I get seventy-eight cents, and I get ninety cents.

Q. And on this work? A. I get eighty-five cents, and joining is thirty cents.

Q. You get eighty-five cents a bundle on that? A. Yes, sir, for what I do.

Q. And you buy your own thread? A. Yes, sir.

Q. And when you have the joining done by somebody else, who pays for the joining? A. I take up the work and I get my check for

the whole bundle and then I take my check and change it and pay the joiner.

Q. Part of the eighty-five cents? A. No, sir; I get \$1.15 for some work and—

Q. For this work, how much do you get? A. One dollar and fifteen cents, and when they are pieced \$1.21.

Q. How much do you pay for joining? A. I pay thirty cents for the joining; there is a double row of stitching on the joining; there didn't use to be; last summer they put a double row of stitching on the joining and they gave us four cents for that; they always used to get it.

Q. How much did you get for this piece work before the price of the thread was added? A. When I first went in the shop I had hemming.

Q. For each part? A. Now, or do you mean before?

Q. Now or before? A. When I first went in the shop I done hemming and it was ten cents a bundle, and I get the same now.

Q. You got ten cents when you first started for your hemming and you did not pay for your thread? A. No, sir; and no reduction.

Q. And now with a reduction of eight per cent and pay for your thread? A. Yes, sir.

Q. How much? A. Twenty cents; and when we first got them by the bundle that is what we got, and then he made arrangements that we should do different parts of the work; then he docked us a cent on two bundles, that is a half a cent a bundle, on some work, and on some he did not.

Q. Can you give us the prices that a girl ought to be paid for doing each particular part of the work; that is, before they started on bundle work? A. Yes, sir; that is our part of the work; there are other parts that I am not acquainted with; on hemming, ten cents on sleeve facings; on the hemming we took two dozen and we got ten cents a bundle for it; on back facings we get twenty cents, and if they are double-row stitching we get twenty-two for them; and on sleeve facings we get thirty cents, and if they are double-row stitching we get thirty-four cents.

Q. And you often have double? A. Yes, sir.

Q. Do they average about half of each? A. I couldn't say that; and the yokes twenty-six cents; I don't know what they paid before I got bundle work; I don't know if they paid any more, but that is what I received ever since I have been on the bundle work; on some they have a longer yoke, and they are thirty-one cents; it comes down like a reinforced back; we have them sometimes; the joining, it used to be twenty-six cents; and they had ninety-twos, and that was thirty cents.

Q. Twenty-six and thirty; was that the highest? A. Yes, sir; that was the highest at that time.

Q. Did it ever go to thirty-five or thirty-three? A. We only got thirty cents for the joining, and we have to pay thirty-six; there is a pointed joining, and the joiners claim it takes longer to join them, and we receive thirty cents, and us bundle hands have to pay thirty-six cents to join them; the joiners did not want to do them, and we could not join very well; it was not our work, and we thought to let the old joiners join, and they could join all our work, and it would make it so much less work for us, and we would not have to learn all the work; and we had the joiners join our work, and they would not do it for that price, and we had to pay thirty-six cents in order to have them joined.

Q. You receive thirty cents and pay thirty-six cents? A. Yes, sir.

Q. Making the price net twenty-four cents that you get? A. Yes, sir.

Q. Do all shirtmakers do this work in this way—have the joining done? A. Some of them learn to do the joining, and do it themselves.

Q. Do they get this thirty-six cents when they do it themselves, or do they get less from Mr. Balch? A. When they join for Mr. Balch he would only give them thirty cents, and we gave them thirty-six cents.

Q. When was this schedule of prices paid—the last two years? A. Yes, sir.

Q. And were they the same before that time? A. I don't remember.

Q. You were not there? A. I was there, but I don't remember anything about it.

Q. That work that you mention, that piece by piece, you get for that at present \$1.15, do you? A. Yes, sir.

Q. It would be \$1.16 piece by piece? A. Yes, sir.

Q. You get that for bundling, doing it by bulk instead of by the piece? A. Yes, sir.

Q. You understand that on the piece-work, doing it piece by piece, you would get \$1.16? A. Yes, sir.

Q. And Mr. Balch put you on doing it in bulk or by the bundle, and it is only \$1.15? A. Yes, sir; it is only \$1.15.

By Commissioner DONOVAN:

Q. Do you ever do any turning? A. Yes, sir.

Q. When do you do it? A. I do it evenings, in order to make a good day's work.

Q. What is a good day's work, one bundle or two bundles? A. Over two bundles.

Q. You take two bundles of shirts to your house, and return them next day? A. Yes, sir.

Q. Do you take the whole shirts? A. No, sir; just the facings; I have taken three hours, and four hours evenings to turn my work.

Q. In addition to working ten hours in the mill? A. Yes, sir; in order to make a good day's pay.

Q. Have you ever worked in any other establishment besides Mr. Balch's? A. I did about a week ago.

Q. Did you have to purchase your thread? A. No, sir; they supplied the thread and no reduction.

Q. Were the prices paid the same as Mr. Balch's? A. Well, it was different work; there is a difference in work about the prices; we have a facing down in the shop that we only get sixty cents for much like what they do up there.

Q. Where is the place? A. East Greenwich.

Q. What is the proprietor's name? A. Mr. Hall.

Q. Are Mr. Hall's prices higher or lower than Mr. Balch's? A. I don't know; I have not tested it because I did not intend to stay there; I intended to come home; I went up there more for fun than anything else.

Q. You say in Mr. Hall's, the employes are not charged for thread? A. No, sir.

By Mr. HOGAN:

Q. In the shop that you were working in, was the power there different from that in Mr. Balch's shop? A. Yes, sir; it was faster.

Q. And consequently you could do better work, or do more of it? A. Yes, sir; do more work.

Q. Was it easier? A. Yes; just as easy.

Q. Is the work easier or not, or is it substantially just the same? A. It is not just the same; I didn't do much work there because I didn't intend to stay there.

Q. Do they get work there from the firm for whom Mr. Balch does work? A. No, sir; they get work from a firm in New York, I think.

Q. Have you a list of your earnings for months back? A. Yes, sir.

Q. And were you at the mill at the time that the reduction of eight per cent was made? A. Yes, sir.

Q. Will you give the list of your wages since the reduction was made, and before? A. August I received \$38.69; I did not receive it; that was what I was to get, and for my pay I received \$31.65.

Q. That was that month's deduction? A. That was August.

Q. Will you please state what was the cause of the deduction—what each deduction was made for? A. The thread was \$4.25, and the

percentage was the rest; needles, three cents; September \$36.19, and I received \$29.48; the thread was \$4.15, and the percentage was the rest; no repairs that month.

Q. Did you have to pay anything for this joining that you let out to others? A. I paid the joining before I had these checks put in; October, \$36.08, and I received \$29.47; the thread was \$4.05 and the balance was the percentage.

Q. Does he take the percentage off what you pay for thread and all? A. No, sir; he takes out the thread and then he allows us ninety-two cents for the dollar; the repairs are taken out after that.

Q. Your repairs and all that, the eight per cent is taken on that? A. Yes, sir.

Q. In October it cost you \$4.05? A. Yes, sir.

Q. If you had any repairs done, say they amounted to four dollars, would that amount be taken from the amount before the reduction was made? A. Yes, sir.

Q. You would be charged eight per cent on that four dollars? A. Yes, sir.

Q. The reduction is made on everything but the thread? A. Yes, sir.

Q. If it costs you five dollars for repairs on your machine, you are idle, I presume, while the repairs are being made? A. I don't have very much repairing done on my machine; my sister does most of the repairing.

Q. Have you had some repairing? A. Yes, sir; I have had some.

Q. Just give us some of the amounts paid for repairs? A. Repairs, ninety-eight cents.

Q. Then Mr. Balch reduced you eight per cent on that ninety-eight cents that you paid for repairing your machine? A. Yes, sir.

By Chairman PURCELL:

Q. Miss Cronin, are you regarded as an expert hand in the factory? A. Yes, sir; I have worked there four years, but I don't know as I am an expert hand.

Q. What I want to get at is whether, by reason of your expertness, you are able to earn more per month than the average, whether you are able to do more work than the average hand? A. Yes, sir; I could earn more if I had piece-work.

Q. Do you earn more than the average who work in your line? A. Well, I don't know; I presume there are some who can do more work than I can; I never inquired, but I can do about as much work as any of the girls can.

By Mr. HOGAN:

Q. Did you work in Mr. Balch's factory before the reduction of eight per cent? A. Yes, sir.

Q. How did your earnings then compare with your earnings now? A. I was learning then, and I think that I had thirty-seven dollars and some cents, I would not be positive, but I think it was that, and I had not been working a great while.

Q. Comparing the amount of money you received then and the work you did then, how much more work do you have to do now to earn the same money that you did before the reduction? A. About three hours.

Q. That includes the reduction and your thread? A. Of course, the turning is different now and the hemming is different.

Q. So you have to do about three hours more labor to earn the same wages as before the reduction? A. Yes, sir.

Q. The figures that you mentioned, would it be before the reduction was taken out? A. Yes, sir.

Q. When you get to a certain part of the shirt, do you sometimes have to wait some time before you get those fronts? A. Yes, sir.

Q. Is it any considerable length of time, any considerable delay? A. No, sir; not very often; sometimes it is.

Q. If you get to that part of it and you don't get the fronts and the books are crossed off, do you get pay for what you did do while you were waiting for these fronts? A. No, sir.

Q. Do you have to wait for it? A. We have to wait another month for them.

Q. From the time that you were to put in the fronts? A. Yes, sir.

Q. You mean that you don't get paid for the departments until you finish the work? A. Yes, sir.

Q. Are there parts that were unfinished there when you girls came out? A. Yes, sir; there was work that I could not finish until I got the fronts; I had twenty-two dozen but I can only find twenty dozen, and I had another back; I don't know whether it was with my work or how it was.

Q. About how much unfinished work was there in your part when you left? A. I think about five dollars in my part; there was some shirts I had not hemmed.

Q. When there is a delay that you speak of, whose fault is it or is it anybody's fault? A. It is the bosom hands' fault, I suppose; sometimes the girls are not all here; of course, there are some of them sick and some of them have to go home and they are not here.

Q. Is it Mr. Balch's fault? A. Sometimes it is.

Q. But not always? A. No, sir.

Q. Is it often his fault? A. No, sir.

C. By Commissioner DONOVAN:

Q. What is the largest amount of work that you have had uncompleted at the end of the month that had to go over to the next month?

A. I don't remember.

Q. One, two or three bundles — how much? A. I have had three bunches.

Q. That would be how much? A. Well, it is different kinds of work.

Q. We will take it at eighty-five cents or \$1.50? A. A little over two dollars.

Q. Whose fault would it be that the fronts would not come in? A. Well, I never noticed whose fault it is; of course, we never inquire when we can't get the bosoms.

Q. Who supplies the bosoms? A. The bosom hands; Mr. Balch has certain hands for bosoms, and when they are done we go and get them.

Q. Why can't you get them? A. When they are not done we can't get them.

Q. Does not sometimes the work that is sent out in the country not come in in time, and delay the work? A. Yes, sir; there are some parts that are sent out; the bosoms are sent out and eyeletted out in the country, and sometimes they do not come in in time.

Q. Don't your departments sometimes cease for want of supply, stopping the hands to get work from the country? A. Yes, sir.

Q. Is that your part? A. Yes, sir.

Q. The girls are delayed till they send to the country for the work? A. Yes, sir.

Q. Is that the cause of the delay? A. Sometimes it is.

By Mr. BALCH:

Q. Sarah, when we have such quantities on hand, aren't you knowing to the fact that this delay is caused by sickness and the bosom hands being out of the shop and beyond my control? A. Sometimes it is and sometimes it is not.

Q. The girls are out, and the other girls are delayed, and are not willing to do the work themselves? A. Because they don't do that work and it would not pay them to learn.

Q. Don't you know that when there is delay it is owing to the girls being out? A. Sometimes it is, and sometimes not; sometimes the

ninety-two's are out in the country to be finished, and they are not finished in time and we are waiting for them.

Q. You are aware that we can't get these bosoms that are finished by hand, out around the village, as quickly as you can get the shirts stitched and ready for the bosoms? A. Well, I think they ought to be sent out before, so there would not be any waiting.

Q. You are aware of the fact that we do the best we can to facilitate this work? A. I don't always know it.

Q. Did you ever come to me and ask a question that you did not get a good fair answer? A. You are not always at the table.

Q. Did you ever come to me when you did not get a fair answer? A. I don't know that I did; but I have gone to others.

By Mr. HOGAN:

Q. Do they at times delay the girls in the shop; that is, keep back the work that they should get, so as to send out the work that they get done through the country? A. No, sir; they don't hurry the help out in the country.

Q. I mean hurry the work to get it to go in the country; that is, the bosoms? A. I don't know.

Recess till 2 o'clock P. M.; at which time

MAGGIE CLUNE, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. You work on bosoms? A. No, sir; bundle work.

Q. Do you have as much work as you can do from the time that you go in the shop until you get through? A. As a general thing; yes, sir.

Q. Do you know whether or not the work that has been sent outside has been hurried so that it can be sent out, and while being hurried, the girls in the shop have to wait for them? A. Yes, sir.

Q. That has been the case? A. Yes, sir; you mean the country work has been done in our shop where the girls would have to wait for their fronts.

Q. Is that the reason that the girls that work on the bundle work have to wait until they get the fronts, and that they have to stop because they are waiting for them? A. We continue work, but it is the cause a great many times of us having work laid over.

Q. What I want to get at, is whether in sending this work out the girls inside have to wait for the work that they do, and their work goes over, and they have to wait till the next pay day for the work that they had done? A. Yes, sir; the work that went over has to wait till the next month before we get paid for it.

By Mr. BALCH:

Q. It is not generally the case, is it, Maggie, that there is much work carried over on account of this? A. I did not say it was always, but it is sometimes; that is the reason sometimes.

Q. But as a general thing you are accommodated with these bosoms so that your work is kept up pretty close, are you not? A. Of late we have, but there has been a time that we didn't.

Q. To the best of your knowledge, we have tried to accommodate you with these bosoms? A. Yes, sir; in some ways you have, and some ways you have not; you have had the country work done and made us wait.

Q. You are aware that there is only one kind of country work that we send out? A. Yes, sir.

Q. And how many dozen of those do you suppose we make in a month? A. I don't know anything about it.

KATY FLYNN, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. You worked for Mr. Balch when this reduction took place? A. Yes, sir.

Q. You are a cuff hand? A. Yes, sir.

Q. You work on the cuff part of the shirt? A. Yes, sir.

Q. Will you just show what you do? A. Hem them on the inside of them, turn them over and stitch them down; then we have another work, the sleeves, that is done before they are set in the shirts; they are done the same way, but we get a less price for them.

Q. Did you work by the bundle or by the dozen? A. By the dozen.

Q. What was the price paid you before the reduction for that work? A. Eleven cents for the cuffs in the shirts; seven and a half for sleeves.

Q. Eleven cents for the cuffs a dozen? A. On the shirts, for a dozen shirts.

Q. Do I understand that the cuff that you put on the sleeve before the sleeve is on the shirt is seven and a half cents? A. Seven and a half now.

Q. I mean prior to the reduction? A. Seven cents.

Q. And a cuff that was sewed on the shirt, before the reduction you got eleven cents? A. Yes, sir.

Q. Did you furnish the thread before the reduction? A. Yes, sir.

Q. How long before? A. I could not say how long we paid for the thread; since 1884, I think.

Q. Was that the price that you were paid, eleven cents? A. Yes, sir.

Q. When you were not furnishing your own thread? A. Yes, sir.

Q. After the time at which you were ordered to furnish your own thread, was the price per dozen increased? A. At the time that he ordered us to buy our own thread he allowed us at first a percentage, we had a reduction of five per cent; he gave us that back and to us he added two per cent to pay for the thread; he gave us that for some time, a month or two, and then he took that extra percentage off and simply left us five cents to pay for the thread.

Q. Was that five cents to pay for the thread or was it five cents that was taken off that was restored? A. It was to restore the five cents.

Q. The five cents was to restore the reduction that had been taken off, and the two cents was to pay for the thread? A. As I understand it, he said he would give us the five cents back and two cents extra to pay for the thread; the five cents that we were entitled to and two cents extra.

Q. You can't tell how long that was paid, but the two cents was taken off shortly after? A. Yes, sir; shortly after.

Q. With the exception of those two months, the prices remained the same? A. With the exception of the sleeves; he allowed us half a cent a dozen.

Q. These cuffs that you put on before the sleeves were put in? A. Yes, sir.

Q. You were reduced the eight per cent, were you, when the others were? A. Yes, sir.

Q. So that the difference between now and some time prior to the reduction in wages is eight per cent of a reduction and the cost of your thread? A. Yes, sir.

Q. That is the difference between now and two years ago? A. Yes, sir; three years ago, I think it was, since he took the thread.

By Mr. BALCH:

Q. Katy, will you state to this Board your monthly pay from August to December, the five months? A. I could not, because I haven't my book here.

Q. About what did you make a month? A. I think, from the time you speak of, I have made from thirty to forty dollars a month.

Q. That is net; you got that much cash? A. Except the last month I made nineteen dollars and a few cents.

Q. You did not work all that month? A. I think I quit the eighteenth or nineteenth.

Q. What portion of the month did you work; what portion of the

days in a week would it average? A. I don't know; there were months that I earned more, and some less.

Q. Is there any week that you are not idle from one to two days? A. No, sir.

Q. That all the cuff hands are out; we don't have work enough to keep the cuff hands at work, and they are out? A. Yes, sir.

Q. And then you make thirty to forty dollars a month? A. When we make that we are not out much; I made forty dollars one month, and generally it is thirty to thirty-five dollars.

Q. Have you any idea what your wages amounted to in the last year? A. No; I don't know anything about it.

By Mr. HOGAN:

Q. Are you not an expert hand at that business; can you not do more work at your particular line of work than most girls? A. I think I do more than some of them, and there are some who, I think, do just as much, perhaps more; I could not say; I have not seen their books.

Q. During the months that you make this extraordinary amount of wages, do you have much time to run around the shop? A. No, sir; when I have work I work very hard.

Q. Do you have time to eat during that time? A. Scarcely; I eat all I want, though; I never take an hour at noon.

By Mr. BALCH:

Q. You don't calculate that you work over about ten hours a day; you don't do any outside work? A. No; I don't know as I do; some of the girls do work home but I don't.

Q. What you do is done in the shop, and it is done between 7 and 6? A. Yes, sir; sometimes a little after six.

Q. We generally shut down the power at 6, don't we? A. Sometimes it is fifteen minutes after.

By Mr. HOGAN:

Q. Is it a fact that you do as much work as those who take work home? A. I could not say; I don't know how much work they do.

MAGGIE RYAN, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. Do you work at felling the shirts? A. Yes, sir.

Q. Is that that part of the seam up the side? A. Yes, sir.

Q. Were you reduced when the other help was reduced? A. Yes, sir.

Q. The eight per cent? A. Yes, sir; but Mr. Balch gave it back to

us that same month; we told him we would not work under these circumstances.

Q. You refused to do the work under the eight per cent reduction?

A. Yes, sir.

Q. And he restored that amount? A. Yes, sir.

Q. Do you at times work at any other work? A. Yes, sir; I do bundle work sometimes when I am out of my work.

Q. When you work at bundle work do you work at that reduction of eight per cent? A. No, sir; I do not; there is no reduction on my pay whatever.

Q. When you do the same work that these girls that do bundle work, do you get paid the same rates without any eight per cent off?

A. Yes, sir; without any eight per cent off; if I do a dollar's worth of work I get that dollar; there is no eight cents off.

By Commissioner ROBERTSON:

Q. How many are there whose wages have not been reduced? A. At the time they were restored I think there were thirteen; I know there were nine, but I think there were thirteen that were on there at that time.

Q. They did the same kind of work that you did? A. Yes, sir.

By Mr. BALCH:

Q. Maggie, when have you ever done a bundle of work? A. In November I did two bundles of those "favorites," at your request, Mr. Balch; you asked me to take them and do the bundle work, and I took the checks and did it, the same as the other girls did.

Q. That is all the bundle work you have done for some time, is it not? A. I have done some before, but I don't remember when it was.

Q. And there is very little bundle work you have done in addition to your felling, isn't there? A. Yes, sir; that is very little, and I done that at your request; I didn't ask for other girls' work.

Q. When you have been out of work, haven't I asked you to do bundle work or other work? A. You have not asked me to do bundle work; I went often for bundle work and trimmings and did not get it.

Q. You understand that the trimmings is work that we don't do much of in the shop? A. I don't want to take the other girls' work and have them out.

Q. You have not worked very steadily, have you? A. No, since the strike in Troy I have not.

By Commissioner ROBERTSON:

Q. How much can you earn in a month when you work steadily?

A. I have not worked very much on my work; the price on my work

is just the same — thirteen cents for felling and six cents for bagging; I can make twenty-three or twenty-four dollars a month, besides my thread; those are months that I work steady.

Q. Is that the same price that you received before you had to pay for the thread? A. No, sir; I got twelve cents a dozen for felling and five for bagging; he gives me a cent on each dozen more.

Q. Does that compensate for the extra thread? A. No, sir; I can't say it does, because when we first went in there his son said: "You fellers and baggers and gusset hands can use the cheap thread, that is only twenty-five cents a spool;" and then I heard that Mr. Wallerstein wrote up and said the shirts came apart on account of the cheap thread, and then we had to buy this forty-eight cent thread, and we did not get any more when we used the forty-eight cent thread than when we used the twenty-five.

Q. There was not a corresponding increase in the rate per dozen with the increase in the price of the thread? A. No, sir; none whatever.

Q. How long did you work at them before the old price was restored? A. I was there when they asked the girls to work under these conditions, and the first month, when the books were made out, I went to Mr. Balch's son, Allie, and said I could not and would not work under those circumstances, and several of the other girls did the same thing, and he went off and came back after dinner, and he paid us back the eight cents, and we always got it afterwards; I know that he did it without consulting Mr. Wallerstein, because he came back and gave it to us within an hour; Mr. Wallerstein was the man who asked the reduction of eight per cent.

Q. Did he restore the whole amount? A. Our books are made out a few days before pay-day; we make up our books before.

Q. So that you did not have that taken out? A. No, sir; our books were put in on the third, I think, and we get our pay on the fifth.

Q. So that really there was no reduction? A. No; there was no reduction.

By Commissioner DONOVAN:

Q. Have you ever worked in any other shirt factory where the employes bought the thread? A. No, sir; I never have.

ELLA MANNING, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. You work at neck bands? A. Yes, sir.

Q. That is, putting the neck band on the shirt? A. Yes, sir.

Q. Were you working at Mr. Balch's factory at the time of the reduction two years ago? A. Yes, sir.

Q. Do you work by the bunch or by the dozen? A. By the dozen.

Q. How much do you get a dozen for them? A. Nine and a half cents.

Q. Did you work for Mr. Balch before the girls had to furnish their own thread? A. Yes, sir.

Q. What were the prices then? A. Ten cents.

Q. A half a cent more? A. Yes, sir; for the open backs, and eleven cents for the open fronts.

Q. Will you, please, explain the difference between the two? A. This is an open back; those are the ones we get nine and a half cents for; the open fronts are more difficult to do, and we get eleven for those.

Q. Before the reduction and when you were not furnishing your own thread, is that the shirt, the open back, that you got ten and a half for? A. Ten cents.

Q. And when you began to furnish the thread? A. No; we were docked ten cents when the others were five, and when we bought the thread he gave us half of it back; that made nine cents and a half; we were docked ten cents on a dollar, and then when he charged us for the thread he returned half of that.

Q. So that the reduction was only five per cent in your department? A. Five per cent.

Q. It was after you furnished the thread yourself that he returned the five per cent? A. Yes, sir.

Q. At the time of the reduction was it understood that it was because of the lack of orders or something of that kind? A. We were docked the eight cents the same time the rest of the girls were.

Q. What reason was given for it? A. Mr. Wallerstein gave as the reason that he could not get sale for his goods.

Q. Was there any understanding on the part of the girls, from what Mr. Wallerstein had stated, that he would restore the amount that was reduced? A. Yes, sir; he gave them his word that he would restore that eight per cent as soon as possible, and may be not take it off at all.

Q. Did they wait long in making up their mind to take it off? A. No, sir; they took it off the next month.

Q. The first pay that you got after that? A. Yes, sir.

Q. Do you recollect that the work was slack right along or was it slack at the time? A. After the reduction we worked nights; I don't know how long, but I think a week or two.

Q. And had plenty of work to do during the day? A. Yes, sir; we had plenty of work, because I have worked over hours; I have gen-

erally taken half an hour at noon and half an hour in the morning and I have worked till 9 o'clock at night, because Mr. Balch was rushed.

Q. Because of this rush did you get back the eight cents? A. No sir.

Q. When did Mr. Wallerstein communicate this fact of the reduction to the girls? A. It was two years ago this month.

Q. You buy your own thread? A. Yes, sir.

Q. Do you buy the thread that you do buy from Mr. Balch? A. Yes; I buy my thread from Mr. Balch; I have bought some in Troy.

Q. How much does Mr. Balch charge you for thread? A. Forty-eight for the upper and twenty-five for the under.

Q. How much do you get it for in Troy? A. The thread that Mr. Balch charges forty-eight for, the upper thread, I bought for forty-two cents in Troy; and the other that I pay twenty-five for I got for eighteen.

Q. Was it the same quality of thread that Mr. Balch furnishes? A. It was not the same brand; it was not the Willimantic thread, but it was six cord.

Q. Does Mr. Balch always furnish the same brand? A. No, sir; we have the 2,400 yards the greater part of the time.

Q. Did they ever use thread here that had no particular brand, that was on spindles? A. Yes, sir; I undertook to use some of that for upper thread and I could not use it on the machine; I had to use it for under thread, and I paid forty-eight cents for it.

Q. That thread that you bought in Troy, was it better than that? A. Yes, sir; that was good thread.

Q. Do you know the brand of thread that you bought in Troy? A. No, sir.

Q. Did you ever see that brand of thread in Mr. Balch's factory furnished by Mr. Balch? A. No, sir; I never have.

Q. You are at liberty, at all times, to buy your thread at whatever place you choose? A. Yes, sir.

Q. All the girls are at liberty to do that? A. Yes, sir.

Q. When the reduction was made in your pay-roll of eight per cent, have you since that time done the same amount of work that you did before, for the same compensation? A. When that dock was taken off I was just, I might say, learning; that was about three years ago.

Q. Do you perform the same amount of work on the shirt since the reduction that you did before? A. Yes, sir.

Q. You get eight per cent less than you did before? A. Yes, sir.

Q. You were reduced ten per cent? A. Yes, sir; when the others

were reduced five, and then he gave us back half of the reduction when we were required to buy the thread.

Q. You stated that you bought the thread from Mr. Balch; do I understand that it was voluntary? A. Yes, sir; I have heard him say that we could buy it where we chose.

Q. If you wanted to buy your thread could you buy it in this village? A. No, sir; we could not.

Q. Would it pay you to send to Troy for it? A. That I couldn't say; I am not posted.

Q. If you buy it here you must buy it of Mr. Balch? A. Yes, sir.

Q. And that is the reason you buy of Mr. Balch, because he has a monopoly of the trade in this town? A. Yes, sir.

By Mr. BALCH:

Q. Did you ever try to get that thread, or thread of that quality, here? A. Yes, sir.

Q. Can you buy that thread, or thread of that quality, for the price at which I furnish it? A. They don't keep it here.

Q. They keep small spools of it here, don't they? A. They generally keep Coates'.

Q. Can you buy Coates' for that? A. I don't know whether we could or not.

Q. You have generally had that kind of thread furnished to you since you commenced to pay for the thread in the shop? A. Yes, sir; and those 500 yards.

Q. The generality of the thread has been this Willimantic, hasn't it? A. Yes, sir.

By Mr. SHERMAN:

Q. In purchasing your own thread wouldn't you run the risk of having it accepted by Mr. Balch, whether or no they would be satisfactory to him or not? A. I should think so.

Q. Did they ever find fault with you for any thread that you bought outside? A. No, sir.

By Mr. BALCH:

Q. About what did you average per month? A. I can't really say; I haven't my books to refer to.

Q. Have you any book to refer to, since we moved into this shop over here? A. Not but last month's pay; it is an old book that is worn out, and I did not save it.

Q. The last month's pay is since the strike? A. Yes, sir.

Q. You haven't any other book? A. No, sir.

By Mr. HOGAN:

Q. Are you an expert? A. I consider that I am; I have worked at it about five years.

Q. About what are your average wages? A. I couldn't say.

By Mr. BALCH:

Q. If you were to see the figures could you tell whether they were correct or not? A. I think I could.

Q. Take that book and tell the commissioners whether they are correct or not and what you received in the last five months? A. You are aware Mr. Balch, that I have most always worked overtime and I have only taken half an hour's nooning; I think those are correct; August, is \$41.64; September, \$43.39; October, \$44.75; November, \$36.84.

Q. Then you were taken sick? A. I worked so hard the month before that I was not able to work that month.

By Mr. HOGAN:

Q. Look at that list and see what month you worked over-time. A. I have worked over-time almost every month; October, I think, that I worked over-time; \$44.75.

Q. You worked about a day and a quarter, or a day and a third? A. I worked at the rate of fourteen hours; I would go in at half past six and take half an hour's nooning, and I usually worked till nine o'clock at night; ten hours is the regular time.

Q. Mr. Balch stated that occasionally the machinery did not stop at six o'clock, and Mr. Balch considers that while the machinery is running, that is a day's work and not over-time; so do I; you worked eleven hours in such cases? A. Yes; I generally work eleven hours; I take half an hour's nooning, and go right back, and I stay at work steady when they have it; I never leave my machine for half an hour's idle time.

Q. You work about twenty-four days a month, or twenty-six, not counting the overtime? A. Yes, sir.

Q. Do you work every day but Sunday? A. Yes, sir; when they have work; we have had steady work right along.

Q. You work twenty-four to twenty-six days a month? A. Yes, sir.

Q. The over-time that you worked would make it about twenty-nine days for that month? A. Yes, sir; I should think it would; all of that.

Q. You made forty-four dollars that month? A. Yes, sir; and seventy-five cents.

Q. In working so hard as you have to work for that money, has it

ever affected your health? A. Yes, sir; the month that I worked hard and earned a large month's pay, I was not able to work the next month; I was working to oblige Mr. Balch, because his hands were out; he had seven banders, and part of the time only two were left, and we felt as if we should stay there and make up the special work.

By Mr. BALCH:

Q. Hasn't there been a great deal of time in the last year that you did not have the work? A. We have not had a great deal of idle time.

Q. So that you have been out a whole day very often? A. Not very often, Mr. Balch.

Q. You have been out half a day or a day? A. Half a day we have sometimes.

Q. On the whole, would it more than average the day for the whole band workers? A. No; I don't know as it would.

LENA SOULLY, a witness called on behalf of the employees, being duly sworn, testified as follows:

Q. What do you work at? A. Buttonholing.

Q. You were also working in the shop two years ago and were reduced eight cents? A. Yes, sir.

Q. Yours is about the same experience as the other witnesses, is it? A. Yes, sir.

Q. You are one of the parties that were in the recent lock-out when Mr. Balch locked out? A. Yes, sir.

Q. After the agreement had been come to on the part of the employes and Mr. Balch, you are one of the hands that was to go back to work? A. Yes, sir.

Q. Did you go back at your own position? A. No, sir; I did not.

Q. Why? A. Mr. Balch said that he didn't have any work for me; he said that all the work he had he had just enough for his other hands on my work.

Q. Were you one of the other hands when you were locked out? A. Yes, sir.

Q. Was there anybody put on in your place? A. Yes, sir; there was another lady put on in my place while I was locked out.

Q. He assigned as the reason for not giving you your work that he had no work for you — put somebody else at work on your machine? A. Yes, sir.

Q. How long had you been at work in the factory? A. Over four years; he put another girl on my machine while I was out.

Q. Was the machine your own property? A. No, sir; we don't have to buy the buttonhole machines; Mr. Balch supplies them.

Q. Did he give you any other work? A. No, sir; he did not.

Q. You have not been to work since? A. No, sir.

Q. Did the others that had been employed at the same business as you go back? A. There was only two of us that stayed out.

Q. And did he refuse to let both of you have work or only yourself? A. He refused to let both of us.

Q. And to your knowledge was anybody else put on your work while you were out? A. There was a lady that was put on my machine while I was out, but that lady was to go to her own work on Monday morning, and I asked him if I could go to work on my machine Monday morning, and he said when he had work for me he would send me word; that he could not take work from the other hands for me; I told him I didn't want other girls' work; I wanted my own work back; and he said I could not have it.

Q. Before that when there was work it was equally divided among the buttonhole makers? A. Yes, sir.

Q. In this case it was? A. Yes, sir.

Q. Did he say he would give you work? A. He said when the work was plenty.

Q. How many buttonhole makers were there? A. I think there were eight, and only two stayed out; there was a lady at work and she sent for her sister to help her.

Q. Were you present when the girls made an arrangement to go back to work for Mr. Balch? A. When Mr. Crandall told the girls to go back to work I was present.

Q. And no distinction was made except with you? A. That is all.

Q. After you had gone back, expecting to be put at your own work, was somebody else at your work? A. Mr. Balch told us to come back on Thursday night and I went in Friday morning, and the lady was at work on my machine, and I asked Mr. Balch if she was going to remain there, and he said, "No, only until Monday," and I asked him if I could come back, and he said when he wanted me he would send for me.

Q. Is anybody at work on the machine now? A. She was a fore-lady in the shop, and when I went out she took my place, and last Monday she went back to her own work.

Q. Was there any changing about in the buttonhole makers that would lead you to believe that there was plenty of work for the buttonhole makers? A. The buttonhole makers have worked all the

time, and Miss Burke went away and she had her sister come and do her work while she was away.

Q. Had this sister been in the shop before? A. No, sir; she had not; she learned her how to run her machine.

By Mr. BALCH:

Q. Didn't I say the machines, some of them, were out of order, and that I could not put all the girls to work? A. You said that some of the girls' machines were out of order, and that they were running my machine.

Q. What did I say when I got these machines fixed and had work? A. You said that when you got the machines fixed you would send for me to come back, but you were not going to be in a hurry to fix the machines.

Q. When I got a machinist? A. Yes; but you said you would not be in any hurry to get a machinist.

Q. Did any of the buttonhole hands take any part with me in this settlement; is there any committee of the buttonhole hands that had anything to do with this settlement; the buttonhole hands, I understand, are satisfied with their wages? A. They have not been satisfied with their pay.

By Mr. SHERMAN:

Q. Is there any other young lady who went out at the same time with yourself that has been denied work? A. There is another lady on my work?

By Mr. BALCH:

Q. Don't you know that that lady has come back since and we have promised her work? A. You asked her to go back and do some work on eyelets, but you did not give her her own machine, and she did not go in this morning.

Q. Didn't I tell you that when your machines were fixed you could come back? A. Our machines are not broke; they are there on the table.

Q. Are not other hands at work on those machines? A. There is nobody at work on our machines.

Q. I didn't tell you that we didn't propose to give you work in the shop, did I? A. You said you would send for us when you had work for us.

By Mr. SHERMAN:

Q. What did you imply from what he said? A. I inferred that he was not in a hurry to have us back in the shop.

Q. Did you ever have any difficulty with Mr. Balch? A. No, sir; I never did.

Q. Do you know of any reason why he would not take you back? A. Because we were the only two girls that were Knights.

By Mr. BALCH :

Q. Did I ever ask you if you were a Knight? A. No, sir.

By Mr. SHERMAN :

Q. Do you mean that you are the only two girls in that kind of work that are Knights? A. Yes, sir.

Q. Have you any knowledge of the repairs on the machines belonging to the other girls, Singer machines? A. No, sir; I do not.

Q. Do you know that they have been sent to Troy to be fixed? A. Yes, sir.

Q. Did you ever know of Mr. Balch sending any machines to Troy to be fixed that were his own? A. No, sir; I did not.

Q. To your knowledge did Mr. Balch ever send any of those buttonhole machines to Troy, or parts of them, to be fixed? A. He sent for parts of them, but he generally fixed them himself.

Q. I understood him to say that the reason the machines were not fixed was that he was waiting for a machinist. A. He most generally fixes the buttonhole machines himself.

Q. You say you have been there about four years; has there been any reduction in the compensation for your work, to say nothing now about the reduction of the eight per cent; do you receive as much for making buttonholes now as you did then? A. Yes, sir.

Q. The only reduction that has been made in your department is the eight per cent? A. Yes, sir; and the thread.

By Commissioner DONOVAN :

Q. Have you been a faithful attendant at your work — attended regularly? A. Yes, sir; I am most always there.

Q. Have you ever absented yourself from work when there was a rush of work? A. No, sir; I never have.

Q. What are your average earnings about per month? A. Twenty-one, twenty-two or twenty-three dollars.

Q. That was the net earnings over and above the reduction? A. That was the most that I could make.

Q. That is exclusive of your thread and all that is paid out? A. That is what I get after it is paid.

Q. After deducting the thread? A. Yes, sir.

Q. Is that for four weeks or from the twenty-fifth of the month to

the twenty-fifth of the next month? A. From the twenty-fifth of the month to the twenty-fifth of the next month.

By Mr. BALCH:

Q. Are there not many months that you don't have work the whole time? A. Those months I don't average more than seventeen or eighteen or nineteen dollars.

Q. Aren't there parts of every month when buttonhole work will be slack? A. Since you started in the new shop we have not had very steady work.

Q. For what reason; because there were more buttonhole hands than there was work, or work was much faster, or what? A. Well, we got our work caught up and then we would have to wait for the rest of the girls.

By Mr. HOGAN:

Q. In your department, were you not one of the oldest hands that was working in the mill? A. Yes, sir.

Q. And those that are there now have come there since you have been there? A. Yes, sir.

Q. How many of them? A. There must be five that have come since I have been there.

By Chairman PURCELL:

Q. Was there work enough, by dividing it up among you, to keep you all at work more than half a day? A. Yes, sir.

Mr. Hogan then rested the case of the employees.

E. A. BALCH, being called on his own behalf and duly sworn, testified as follows:

When we commenced the shop it was a new thing here in the country; there were no other shirt shops that I know of anywhere north of Troy, and we started it, not knowing really what shape to divide up the work or to run it; consequently it has made a great many changes necessary to get the work perfected so that we can have it run to advantage; and at the time that we commenced running this shop we received fifty per cent more for our work than we get for it to-day, and to meet this of course we had to make reductions from time to time; we undertook to furnish the girls the thread, and let them use all that they saw fit to use in running their machines, and found that by doing so that they were wasting a great quantity of thread; they went to wind their bobbin winding, and if there was a part of a spool of thread there they would take and throw it away and come and call for another, and I found our thread strung from one

end of the village to another; and it was nothing uncommon in sweeping at night to find a dozen spools thrown around the floor half-used up, and at different times we have found thread that they had wasted at the bobbin winding by letting it wind around the shaft; one time in particular, after we took the thread off the shaft, we weighed it, and there was a little over a pound and a quarter of thread that was wound round the shafting and was no earthly use to anybody; so that we found that we had got to make some arrangement by which we could make the girls responsible for their thread; so we proposed to advance their wages sufficient to cover the expense of the thread, and my son and myself figured on it for a number of nights to see about what percentage we should put on to the different grades of work; collar banders, cuff hands and such as that, so as to have it divided up so as to be right for doing the particular part of the work for which we added the amount; to do that we first saw how many spools of thread it was necessary to use to make a dozen shirts; that was an established thing all through the country, that three spools of thread would make a dozen shirts; that was the uniform quantity of thread, and I never heard anybody complain but that they had thread enough out of three two-hundred yard spools to make a dozen shirts; our shirts that we had here had a little more work on, that is, there was this reinforced piece on the front here in addition to the shirts that were generally given out around the country for making; therefore, we allowed them three and a half spools for a dozen shirts—three and a half 200-yard spools; reckoning half of the six-cord thread and half of the three-cord thread, that is, six-cord for the upper thread and three-cord for the under, and in making that price we called the three-cord two cents a spool and the six-cord thread we called four cents a spool, or, in other words, that would be for the spools, the way we gave them to them now, forty-eight cents for the 2,400-yard six-cord spools and twenty-four for the three-cord; at that rate it would make ten and a half cents on a dozen shirts; that ten and a half cents we divide up amongst them, as I said before, as we thought the different kinds of work would require, and made that actual advance on the work on a dozen shirts to pay for the thread, and have always done so to the present time; the girls were determined that we should furnish the thread and let them waste as much as they wanted, and that made a strike of about two or three weeks; finally they came in and accepted those terms and went to work on them; when they came in we told them that we had divided it up so and so, and said to them, "Now, girls, if any branch of this business think that they have not had enough

allowed them to pay for the thread we will put a woman on that work to test the thread, and if the percentage is too large we will make the reduction, and if the percentage is too small we will give you more;" and we never had a girl come to us to ask for that test, and we took it for granted that the amount of the thread was all satisfactory; of course at times we made changes in the mode of doing the work and such as that, but we made arrangements so that it went along until about two years ago; Tim, Wallerstein & Co. are the firm for whom I manufacture work on contract; they have no more to do with the shop than any of you three gentlemen, any more than I manufacture goods for them on contract; they have nothing to say about my prices that I pay; all they have to say about is the prices that they arrange between them and me for the shirts; Mr. Wallerstein came to me, as I said, about two years ago, and said, "The outlook for business is very bad, competition is very strong, and unless we can get our shirts made for a less figure than we have been having them made we shall have to stop or get them made in other places;" I said to Mr. Wallerstein, "You know that I cannot make the shirts for any less unless the girls will consent to a reduction;" he said, "If you will agree to a reduction of ten per cent, I will agree to furnish you all the work you can do in the shop and will agree to run it right along, whatever the result may be;" I told Mr. Wallerstein that I would shut down the power, we would call the girls together and if they would consent to a reduction of eight per cent I would stand the other two myself, and we would run the shop; I said to him, when we got the girls together, "Now, you state to them how this thing stands, so that they will understand that it comes from you, that the work is going to be reduced," and he did so; I said to the girls after I had heard the proposition, "Every girl that is in favor of going on at this discount of eight per cent, make it manifest by going to her machine and going to work;" every girl went to her machine; Mr. Wallerstein said in his conversation at that time, he said, "When our sales will warrant it I will refund this percentage," but he has always claimed to me that they never warranted it; that the competition has grown stronger and stronger ever since, and the percentage has never been returned to me; I have stood that ten per cent reduction ever since, and they have borne sight of it, and I have borne the other two; I would be as glad to have this percentage refunded as anyone in this shop; I am under no obligation to work for Mr. Wallerstein in any way whatever, and I have tried in that time to get other work that I could do to better advantage and get better prices, and I have not been able to succeed in getting work from other parties, and I have had no reason

to say that I would not make Mr. Wallerstein's work; and I have done still more than to stand this two per cent; to these baggers and fellers I have restored them their eight per cent out of my own; that is over and above the two per cent that I had to stand; and many other little things that have been added to the shirt that I have had to stand, that I have had to allow them an advance, that I have not had anything on; when this difficulty came up I tried as hard as I could to get a settlement; I made a proposition that I would give them the whole use of the shop, that I would charge them nothing for the use of the machinery, from the first of December to the first of April, if they would allow me and my nephew as much as the two highest girls received in the shop in our service, and I stood ready to do it.

Q. Do you stand ready now? A. Yes, sir; I will do it to-day; if they will give me and my nephew as much as the two highest girls receive for every month, they may have the avails of the shop from the first of December until the first day of April.

Q. Would you make it for a year? A. I didn't make the proposition for a year, I made the proposition for four months; I should want them to run on my contracts, because I should not want on the first of April to have my business ruined; I made them a further proposition than that; they quoted some other shops that were getting so and so and only took five per cent; they referred to Piser, at Shushan; I made them the proposition that I would pay them as much as Piser paid, and that was not satisfactory; they voted that down as quick as it was made; I will say right here that girls working in that shop for the last three months have had more out of that shop than I have had out of it; that is right square, gentlemen, under oath.

By Mr. HOGAN:

Q. You mean then to say that the aggregate amount of wages earned by the girls is larger than the amount of profit? A. No; you don't understand me right; there are girls in that shop, each one of whom has received more than I have myself.

Q. Are not those months that you speak of regarded as dull months? A. They are not dull; all the work we can possibly do we are doing; I have got up out of my bed at 12 o'clock at night; I have got up out of my bed at 3 o'clock at night, to see that everything was in order for those girls to go to work, and I was receiving no more for my work than a good many of them; they may think it is a very profitable business to make shirts, but those are the facts in this case, and running as we run, on the work of those girls alone, taking that shop business alone, even in those months that I am speaking of, we couldn't run it from December till April unless we took a good deal

of money out of our own pockets, if it was not for outside work that we have done out around the country; the work that we circulate through the country has to help us to make up our expenses through the winter.

Q. Why do the expenses during those months differ from other months in the year? A. We are at four or five dollars of expense each day for heating; that is why during those months there is more expenses; all the expenses of this shop are furnished these girls; their oil to oil their machines and the light, and all that I do on their machines, except to put in new parts, I charge them nothing for, and if it was not for those girls I would shut the shop right down until next July.

Q. Is not part of the work that goes into the country done partly in the shop, and it goes out partly prepared? A. Yes, sir.

Q. So that you need the work in the shop to do this outside work? A. Yes, sir; but we need not keep so large a shop as this running for that work; the ladies claim that they are not receiving fair compensation; they have brought in here some of their hands that have not received a very large compensation, I will admit, but I want to show to this committee from every department of this work, these ladies received as much, if not more than the generality of mechanics through the country; I will not take it for one month, pick out a month here and a month there; I will take some of those ladies for a year; I will take some of them for four or five months; here is bundle work, which they complain very bitterly about; here is Anna Luddy, from the time we started this shop, which was started in July; Anna Luddy, for August, I paid \$31.80; for the month of September, I paid \$34.91; for October, \$27.59; for November, \$28.89; or for four months I paid her \$123.19, which averages \$30.79 a month; here is another, Mamie Horrigan; for the month of August, \$22.74, September, \$27.41, October, \$25.74, November, \$31.57, December, \$31.92; makes \$139.38, or an average of \$27.85 a month; Lena Gleason, in the month of August, \$23.01, September, \$31.88, October, \$26.86, November, \$23.27; for four months, \$105.02, an average of \$26.25; there is Katy Mullen, August, \$34.15, September, \$30.06, October, \$29.57, November, \$29.30, December \$26.30; or \$149.38 for the five months, an average of \$29.85; I have a number more of those bundle hands here; I only wish to show that those that go in there and put their time to it more than they do to outdoor play can make good fair wages; on an average here of those bundle hands (I make it on seven of them that I have here), I figure it an average \$29.44 a month that the seven had, and there will not one of them, if they come on here and tell you what

they know about that, say that they put in any whole month, that they put in ten hours a day for all the days of a month.

By Mr. HOGAN:

Q. Are those seven that you picked out about the best paid? A. I think they make about the best wages.

Q. Can you pick out any that make more wages? A. I think I can pick out months; now I will take up the set on bosom hands; I would like to bring that up because these folks have seen fit to lay me in a lie through the newspapers; here is Jennie Surdam: in the month of August, \$40.15; September, \$30.78; October, \$39.26; November, \$33.88; December, \$52.65; or a total of \$196.72 for five months, with an average of \$39.35 a month; here is another; Maggie Guiden: August, \$42.77; September, \$32.54; October, \$41.04; November, \$31.54; December, \$44.60; total for five months, \$192.49; an average of \$38.50; now I will take the collar-banders; here is Ella Manning: for five months, commencing with August, \$41.64, \$43.39, \$44.75, \$36.84; for four months, \$166.62, or an average of \$41.65; here is Bridget Murray, commencing with August: \$44.80, \$40.86, \$37.77, \$27.32, \$37.46; or \$188.21, an average of \$37.64; there is no girl will pretend to say that the shop has run over ten months in a year; we were out five or six weeks that we were stopped and we stopped all the holidays and had to stop several times; I will take some of the bundle hands first and show what they received for the year; there is Jen. McKeon, \$291.73; it is from the twenty-fifth of December, a year ago December to the twenty-fifth of last December; this was paid to them within that time, but no girl could have put in more than ten months work; there are not more working days that they could have been in the shop; Katy Mullen, \$307.24; Sarah Cronin, \$298.04; Sarah McIntyre (which she couldn't have worked, and didn't, more than eight months, because she was out a good deal), \$431.65; Katy Flynn, \$390.93; Ella Manning, \$437.38; Maggie Cronin, \$358.67; Bridget Murray, \$409.01; Anna Curry, \$308.79; Bridget Dwyer, \$301.70; Louisa Murray, \$301.97; Anna Foster, up to the first of October, when she got married and retired, \$290.76 (the schedule prepared by Mr. Balch was then offered and received in evidence, and marked E. A. Balch's Exhibit I); in regard to the prices we are paying for those shirts, these girls claim that we are not paying as much as other shops; I have taken the pains to inform myself of the kind of work that we are doing and compare the prices, after all deductions are made for thread and everything else.

Q. Are you ready to swear that those figures are the prices that they

pay? A. Those are the prices that were given to me as the prices paid in Mr. Piser's shop, eight miles from here.

[Mr. Hogan objected to this list of prices being received as evidence, on the ground that it was second-hand information, and the proprietor of the other shop could be called as a witness. Sustained.]

While I stood a reduction of about a hundred dollars on a month these girls who earn thirty dollars a month stood \$2.40 apiece; I can't afford to pay them what they ask at the end of the month unless I have good friends to furnish the money; I think that it would be well to reduce on some parts and give them to others; I have a schedule that I submitted to them for their acceptance at the time we met, and I would like to give it to them.

Q. Mr. Balch, when there were machines to be fixed and those machines were owned by the girls, did you promptly send them to the shops here or in Troy to be repaired? A. I always sent them as soon as the girls requested that they should be sent.

Q. Did you have a machinist here for fixing those machines yourself? A. We have had machinists here a good deal of the time during the last few years.

Q. During the time that you had those machines to fix did the machinist that was employed by you fix them at any time? A. He did.

Q. Did the cost of fixing those machines correspond with the wages that you paid the machinist? A. No, sir; I didn't get a third enough from the shop to pay the machinist.

Q. I don't mean did he get enough work to do, but when he did get work to do and he did repairing on the machines, for instance, when the feed was out of order or the shafting underneath or the tensions, would you only charge that amount to the girls for the fixing of those parts of the machinery that you paid to the machinist for his wages while employed on the repairing of those machines? A. It might be a little more than *pro rata*.

Q. It might be that you would charge the girls more for fixing the machine? A. Perhaps when he worked half an hour or so I would charge them a little more than the man's whole time for the day would amount to *pro rata*. We charged twenty-five cents an hour; that was the rule that we had in charging.

Q. Was that the amount of wages the man got — did he get \$2.50 a day? A. No; he got ten dollars a week, and we had to furnish the machinery for him to work with.

Q. He did not furnish the lathes and belting, etc.? A. No, sir; we furnished the lathes, belting, etc., and we charged twenty-five cents an hour for the work.

Q. Is it something unusual to furnish the machinery for the machinist? A. Certainly not; but if we furnish machinery it is part of the expense, as I understand it, towards fixing those machines; if we have to keep drills and taps and everything, it is part of the expense of fixing those machines, outside of the machinist's time.

Q. The machinist worked how many hours a day? A. He worked ten hours.

Q. How much would that be an hour? A. About seventeen cents.

Q. And that would be eight cents for the use of the shop, power, etc.? A. Yes, sir; and not only that, but we had to keep that machinist there and pay him if we didn't have anything for him to do.

Q. Was that machinist kept at work regularly around the shop? A. Yes, sir; to repair my machines and their machines.

Q. Did you ever charge at the rate of sixty cents an hour? A. No, sir; never.

Q. Did you ever charge twenty cents for ten minutes work? A. Not that I know of; those are my directions to my machinist, to make those charges.

Q. I presume that you examined the charges made by the machinist? A. He made the charges, and at the end of the month I took it from his book.

Q. And on his book was the time he worked on a certain machine and the amount charged for it? A. Yes, sir.

Q. And you never noticed that he charged twenty cents for ten minutes work? A. No, sir; there were a great many times he would go to a machine and do some work and would not make any charge.

Q. The machinist has been laid off for some time—you have not had any machinist there? A. No, sir.

Q. Since that time you have had to have work done outside when it was requisite to have a good machinist? A. Yes, sir; when it was requisite to have a good machinist; some of the work I think I can do pretty well myself.

Q. And then it was sent to Troy? A. Yes, sir.

Q. Do you charge the girls anything over the rates for sending it there? A. I never charged a girl anything more than what I actually paid out, counting the express charges and the amount that was paid for the repairing.

Q. Have you ever sent any of your machines to Troy to be repaired? A. I have.

Q. Do you do that as promptly as you do with the machines of the girls? A. I take my time, if it is a machine that I think I am not going to want; if it is not a machine that I want very badly, I let the machine lie there in the store-room.

Q. In the shop there, Mr. Balch, I presume all the time there are some girls who have not paid up the full amount due you for the machines that they use? A. Yes, sir.

Q. When the machine is not the property of the girl working at it do you charge them for any necessary repairs? A. When there are any necessary repairs, and they have used it long enough to wear it out I charge it to them.

Q. When they have to get a new thumb screw or feeder break? A. I charge them for it; we have got machines there in the shop that have been run over three years, and they are not paid for yet; they would want their money, and we have been lenient enough to wait three years without our pay for them.

Q. You charge, I presume, forty or fifty dollars for a machine? A. For the Wheeler & Wilson we charge them thirty-five dollars, and for the Singer machine we charge them forty-five dollars.

Q. I presume it is your own business what you pay for those machines? A. I presume it is my own business.

Q. Have you ever lost the pay for those machines? A. I don't let them go away without they pay for them.

Q. The Wheeler & Wilson is thirty-five dollars? A. That is thirty-five dollars.

Q. If a girl had paid thirty dollars on one of those machines and you had no work for her, or discharged her, would you allow her anything for that thirty dollars? A. Yes, sir; I would allow her to pay the balance.

Q. If she did not care to pay the balance, would you allow her anything for it? A. If she was not willing to pay the balance, I wouldn't allow her anything, and after a reasonable time I should consider that she had forfeited it.

Q. Has that occurred that you have sold machines that were partly paid for? A. Yes, sir.

Q. And you got the full price for them? A. No, sir; there are girls in the shop who paid only twenty-five dollars for them.

Q. If a girl came in the next week and only ten dollars had been paid on that machine, you would sell it to the girl who came in the next week for twenty-five dollars because the other girl had paid ten dollars on it? A. If I knew what the other girl had paid I would give it to them for what the other girl had to pay on it; that was promised to a girl here this morning.

Q. Have you ever charged thirty-five dollars for a machine that something had been paid on? A. No, sir; not in my shop.

Q. Did it occur at one time that one girl paid twenty-five dollars on

a machine, and left, and another girl came to work and bought that same machine for twenty-five dollars? A. Never.

Q. Mr. Balch, on the question of thread, did you make any statement in regard to the use of it, so far as saying that the girls had stolen any thread? A. I said I didn't know what had become of it; I presume some of it was stolen; I didn't say any girl had stolen any of it, but I guess if I went into it that I could prove some houses where thread was found that came from there.

Q. You guess you could? A. Parties have told me that they would swear to it.

Q. Don't you know that the statements you make lead people to believe that people there have stolen thread? A. I believe that I have people there who are not strictly honest.

Q. Did Mr. Wallerstein ever say to you, or did you say to him, that the thread was stolen? A. I don't know whether I ever said so to Mr. Wallerstein or not.

Q. Or did he to you? A. Not that I am aware of.

[Mr. Hogan here asked that Mr. Wallerstein be subpoenaed as a witness on behalf of the employees.

Chairman Purcell stated that the application would be considered.]

Q. Did you reduce the baggers and fellers at the time at which the other hands were reduced the eight per cent? A. We did reduce them.

Q. And restored the amount? A. Restored the amount from our own.

Q. Was there any particular reason; because they had extra hard work? A. We restored the percentage to them because we thought they were not receiving as remunerative a price as the others.

Q. How long a time were they doing that same kind of work that you thought was too heavy to be reduced; were they working the same way for a year or so? A. Some of them; I presume they were.

Q. And you didn't discover that the work was too hard until the reduction was made? A. I didn't say it was too hard, but I said we thought it was not as remunerative as other work.

Q. Mr. Balch, have you at any during this difficulty had correspondence in relation to the trouble here with Mr. Wallerstein? A. Certainly I have.

Q. Did it relate, in any manner, to the prices paid in the establishment; as to whether or not you should restore the price to these girls? A. Certainly; I told him what they demanded.

Q. And he stated that you were to give it back? A. That I should give it back?

Q. Yes, sir; the eight cents? A. What has he to do with that; Mr. Wallerstein has said that he cannot pay any more, and that he could get work done cheaper in other places, and I will produce those letters.

Q. Will you produce telegraphic dispatches? A. I don't know as I can find them.

Q. You will show the telegraphic dispatch received lately to put those girls to work on the old gusset, or pay the price demanded, and put them on the new gusset? A. Mr. Wallerstein has not anything to do with the new gusset; we told the girls, when they were there at the shop, that we would waive that part of the new gusset.

Q. When you agreed to let that go the first time, when the difficulty arose again, did you not recede from the position you had taken previously in regard to waiving that gusset? A. No, sir; not a bit of it; I told the girls the first time that we would not put this gusset in at that time; it was not by Mr. Wallerstein's direction at all.

Q. Is it not so that you did put them in, or were about to put them in again? A. Yes, sir; I asked them to put them in.

Q. After you waived that? A. No; after I said we would not put those in at that time; I didn't say that there would be no more of those new gussets.

Q. After the time that you waived the gusset, or you allowed the new gusset to remain outside the shop or you didn't go to have it put in the shirt? A. When we made this settlement I did; it was never waived before that.

Q. This was some time around Christmas that you were to go back to the old gusset? A. After they putting in some new ones.

Q. Yes, sir; and after some four or five weeks they were not troubled with the new gusset, but after a time they were again requested? A. Were requested to put in that new gusset; I told them that we should wait on that new gusset and put in the old gussets; I didn't say that we would put in no more of the new.

Q. Is it more work to put in the new gusset? A. No, sir; Mr. Piser puts them in right along, and gets them put in for the same price; and if we are going to have any more of those gussets I want the Board to direct that the girls shall put them in for the same price; Mr. Cohen is putting them in in Albany; it is no more and girls prefer to put them in.

Q. Did you cause the good work that had been coming here for the girls — did you want them, in the meantime, to work on the other work, work done by some of the other girls, and they refused, and you had the work that was to come to them stopped because they would

not go to work on the work of the other girls? A. I might sometimes have stopped work on some kinds of goods when it was running ahead and we didn't want it all piled up.

Q. Do you get thread from Mr. Wallerstein? A. Yes, sir; there are some shirts that I get thread with and some I do not get thread with.

Q. This thread that you get do you charge the girls for it? A. Yes, sir; this thread is part of the contract price.

Q. How much do you charge for this thread that you get for nothing? A. I don't consider that I get any thread for nothing; it is part of the contract price; I get so much and thread found.

Q. How much do you pay for the top thread that you furnish for forty-eight cents? A. I paid fifty-five cents for some of it, five per cent off; I have sold those girls thread for forty-eight cents that I paid fifty-five cents, five per cent off.

Q. Was that the Willimantic thread? A. It was Willimantic thread, Coates' and other thread, and sometimes I have bought it for forty-five cents; I will show you the special inducements that I got from thread concerns to buy that thread; I will show you the prices that they offered as an inducement to buy that thread :

"GLENS FALLS, January 15.

"Will furnish Willimantic thread at the following: Two thousand, four hundred yards, six cord, six dollars per dozen, less ten per cent."

These girls have that thread for forty-eight cents, and they pay for it in currency at ninety-two cents on a dollar.

Q. How do they pay for it? A. They pay for it in these checks that a dollars worth of them is only ninety-two cents; here is, on their book, we will say twenty dollars, here is four dollars' worth of thread; if the percentage was taken off it would come off the whole twenty dollars, wouldn't it; they have on their books twenty dollars; now we are going to discount this eight per cent; that would take it off the whole twenty dollars; that is only worth ninety-two cents on a dollar.

Q. Why is it worth only ninety-two cents on a dollar? A. Because I take the eight per cent off; they come up with forty-eight cents worth of checks for that thread; are not those forty-eight cents' worth of checks worth the eight per cent off?

Q. Granting such is the case, did you not guarantee those girls that the percentage should not come off the thread? A. I don't take it off: am only showing you what those girls are paying for that thread; they are paying forty-four cents.

Q. Are you not aware of the fact that that very same thread that they pay forty-four cents for can be had in Troy for forty-two cents? A. No, sir; I do not.

Q. If those girls can get that thread for forty-two cents, will you sell that thread for forty-two cents? A. I will answer that question in this way; if you will send me fifty dozen of that thread for forty-two cents, you may have your money right down for it.

Q. When Mr. Wallerstein came from Troy he came to visit you here and have an interview with you and these young ladies? A. Not with the young ladies; he came there to see me about having work done.

Q. He furnishes you work? A. He furnishes me work on contract.

Q. You had been in business before you came here? A. Yes, sir.

Q. What he said to the young ladies there was agreed to by you, was it not? A. Yes, sir; what he said in relation to the reduction.

Q. And you got him to state that? A. Yes, sir; that in order to run we had got to make that reduction.

Q. Was there any balance sheet shown at all? A. No, sir; not at all.

Q. They simply took your and Mr. Wallerstein's remarks and took your statements? A. Yes, sir.

Q. And what Mr. Wallerstein stated in regard to that, was it the same as if you said it? A. Yes, sir.

Q. And what I understand Mr. Wallerstein said was that if the business was good and the business would warrant it he would restore that eight per cent to them? A. Yes, sir.

Q. And he intimated that if the business would warrant it he should not take it off at all? A. He said he didn't know as he should.

Q. And those girls have been to work there ever since? A. Yes, sir; a good many of them.

Q. And have not received that eight per cent since? A. No, sir.

Q. You kept your shop running right along? A. Yes, sir.

Q. And your pay-rolls have been large, have they not? A. Yes, sir; they have been pretty large.

Q. You have given us your largest pay-rolls; now what was the smallest? A. Perhaps fifty cents; some of them two or three dollars; some of them would not be in at all hardly in the month.

Q. You have made reference here to the highest earnings, haven't you; you have not made reference to the lowest at all, have you? A. I have not made reference to the lowest because they would not work.

Q. Does this schedule put in evidence show the average wages; is it a statement that covers all your hands; in regard to what you read, does it continue on and give the average of all the work? A. No, sir.

Q. Then that is an incomplete statement? A. That is what they can earn in all the departments, if they are a mind to do the work; if a girl goes in there and has her machine on the table and only does an hour or two work in a day she can't earn those wages.

Q. How many bundle hands have you employed altogether? A. I should think there is twenty-five, may be more.

Q. How many set in bosoms? A. The set-in bosom hands have been pretty scarce for work lately.

Q. How many did you have during the last year, an average? A. Four, I guess.

Q. Set on bosoms? A. I should judge there was some six or seven, eight they say.

Q. Are there not thirteen? A. I think not.

Q. Wasn't there during the last six months? A. I think not.

Q. Collar-banders? A. Six, I guess.

Q. Gussets? A. Four, I think.

Q. Fellers and baggers? A. Seven or eight, I guess.

Q. Cuff hands? A. Six, I think.

Q. Hemmers? A. I think there are four.

By Chairman PURCELL:

Q. What is the total number of your employes? A. I think that on the book last month there was about 103 machine hands; we have a good many employes besides; we employ some 300 or 400 hands outside; the 100 does not include all that are in the mill.

Q. What I want to get at is the number of hands employed in your shop who are involved in this difficulty? A. They are only the machine hands, 103; the buttonhole hands have never made any complaint.

Q. I want to know now the number of hands employed by you outside; about how many? A. I should say there are 300 employed outside.

Q. Now how many hands have you employed in the shop that are not involved in this difficulty? A. Foreladies and such as that?

Q. Yes, and men and everyone? A. I think there is nine employed about the shop that are day help, and such as that, that take no part.

By Mr. SHERMAN:

Q. Mr. Balch, the difficulty in this matter arose in relation to this eight per cent, did it not? A. I suppose so; the pretended cause was this gusset matter; the other idea was at the bottom of it, I think.

Q. The eight per cent would wipe out the difficulty, wouldn't it? A. I think it would.

Q. Have you called these young ladies together to assure them that your business is such that you cannot restore this eight per cent?
A. I have said the same as I have stated here.

Q. Have you got them together and made a statement to them to show that you could not restore this eight per cent? A. I have as near as I could do it.

Q. Have you given them a proof sheet to show that it could not be done? A. I never showed them a proof sheet.

Q. They have asked this restoration, haven't they? A. That is what they ask, I believe.

Q. Have you any legal proof that you cannot afford to restore that eight per cent? A. If my evidence is not enough —

Q. They took your *ipse dixit* as to that? A. I made my statement, and now they have my affidavit.

Q. Have you any proof to present to them — any legal evidence — that you cannot afford to restore that eight per cent? A. If they don't want to take my evidence as to that I don't want anything more to do with them.

Q. You have figures that you can produce, can't you, to show that you can't restore it? A. Not to these girls, I couldn't; I could not show, really, what the real profits would be from just the shop alone, because it is interwoven with the outside work as well as the in; I will say, as I said before, they can have the whole profits outside and in.

Q. Now, don't you think that is a fair proposition, that if you don't restore the eight per cent to them that you took from them, you should produce facts and figures to show them that you cannot restore that eight per cent; don't you think that is a fair proposition as between employer and employe; if you don't do it then the legal presumption is that it can't be done? A. Would it be fair or consistent with human nature to expose my business to all God's creation to satisfy these girls — for me to go and show up my business to these girls, how long would it be before it would be in the mouth of every creature in the street?

Q. Trade has been good since then, hasn't it? A. There have been a great many shirts sold, but they have been sold on a very small margin.

Q. What does it cost to manufacture a dozen shirts such as you make? A. I could not say, sir.

Q. What do they sell for at wholesale? A. I could not say; I am not selling shirts.

Q. Do you pretend to say to this committee that you could not

restore them this eight per cent, their old tariff of wages, and run your mill? A. I mean to say that I could not run that mill and restore them one per cent and run that mill until the first of April.

Q. If the margin is so close as that, how can you pay your fellers their old wages, and lose two per cent yourself, and run the mill? A. I paid the fellers that because I could not get them to work unless I did; they work more hours than the others do for the same money, and that is the reason they ought to get that.

Q. They get more than the cuff hands? A. No, they don't.

Q. Your schedule shows that, doesn't it? A. No, sir; it does not.

Q. You refuse to show whether you can afford to restore that eight per cent or not? A. I refuse to exhibit my business to everybody.

By Chairman PURCELL:

Q. Why is it that this schedule of wages has been kept up, and the wages based upon it, calculated upon it, carried out upon it and a deduction of eight per cent made from it instead of cutting down the eight per cent all around and making up the wages on that basis and paying it? A. Our mode of paying is by checks; we have checks made out representing so much, so as to pay for the different kinds of work; instead of reducing these several portions and having new checks made out; we used the same checks and made this discount, and to reduce this schedule would make quite a fraction in some of them.

Q. You have fractions anyway, don't you? A. Not any more than one-half or one-quarter, and using this schedule it would not make any difference whether we took it off at the end of the month or took it off on each kind of work.

Q. Was it not continued at the outset rather with the expectation that the full amount would soon be paid? A. I was in hopes that it would be; I should be as glad to have it done as anybody.

Q. Do you know of any other business establishment where wages are paid on one basis, reached by a deduction of a certain percentage from another basis? A. I don't know of any.

By Mr. SHERMAN:

Q. Do you pretend to say, under oath, that you could not run your business successfully with an increase of one per cent? A. I do say that; I am paying these girls all that I can possibly afford to and more.

Q. Then why don't you stop? A. Because I am in hopes that when it comes the summer time, and our expenses are reduced, we can get it back.

Q. Isn't it a fact that in other businesses they are restoring the

tariff generally throughout the country? A. Some of them are, but will any of these gentlemen show me where the price of shirts has increased one cent during the last five years; in iron and some other things there has been; shirts have been going down all the time, and the competition is stronger to-day than it was five years ago; we never have had this matter restored to us, and Mr. Wallerstein was in no way obligated to us or we to him, but I have tried and never could get work anywhere else where I could do any better, and I have seen no reason why I should cut off from him; everybody knows that I have paid the wages I have paid until half a dozen shops around here have cheated their help or have paid their help and thrown it up and quit running, and I have kept the shop running.

Q. You have given them to understand that the reason for making this reduction was that the goods they were manufacturing were in store and could not be disposed of? A. That is what Mr. Wallerstein told me, and I have reason to believe it.

Q. Have you reason to believe now that he could not dispose of all that you manufactured for him? A. I have reason to believe that he could not at a remunerative figure and compete with others.

Q. Can you explain how it is that these shirt and collar and cuff men build such large buildings? A. Collars and cuffs I have nothing to do with, and I don't know much about them; there is not much money in shirts.

By Commissioner DONOVAN:

Q. This schedule that you have given us is very incomplete; could you give us a statement of the earnings of all your employes during the five months that you have here? A. Yes, sir; I could give you a list of all that had machines on the tables and all that I paid them, but there are some of them who don't work more than an hour in a day very often, and it would be a very bad basis to form an estimate on.

Q. We would judge by the number of hours? A. I can't tell the number of hours that they worked; if a young lady worked half a day now and half a day then, it would not be a fair basis to form an estimate on; I have the pay-rolls of all these girls, but I could not state to you how much these girls worked.

By Mr. SHERMAN:

Q. Are shirts selling now for as much as they were when you asked them to make this reduction? A. No, sir; they are not; between you and me, Mr. Sherman, if you call at the shop, I will show you the difference between the selling price then and now.

Q. If that is so, Mr. Balch, how can you pay them the wages that you are paying now? A. I have nothing to do with the selling of those shirts, the selling price, or anything of that kind; I manufacture these shirts on a contract, at a contract price, and I get the best prices that I can get; at the time that we changed on the thread question we allowed them an equivalent for the thread over and above what they had before; this work that goes into the country we furnish thread for that; we give them 500 yards for a dozen shirts, and they don't find any fault but what we give them thread enough at that.

Q. About what proportion of the work that is done in the country is done on the work before it leaves the shop? A. The buttonholes are made, the collar bands, the cuffs and the bosoms are all made, and some of them the bosoms are put on, some of them are not; some of them there is a sort of a facing on the back and some there is not.

By Mr. HOGAN:

Q. You say that you furnish the thread for nothing to the parties that do the work in the country? A. We furnish the thread to them; we give them a certain quantity of thread with each dozen shirts.

Q. You don't furnish any quantity of thread, as part of a contract, in the shop? A. No, sir; we give them the money instead.

Q. Did you receive a dispatch recently about this style of wording: "If girls will not work on new gusset restore old gusset and pay them the difference;" or rather, "pay them hereafter the eight per cent reduction," or words to that effect? A. No, sir.

Q. Never received any such dispatch as that? A. No, sir; nor any of my employes, nor anything that pertains to such a thing.

Q. If there was such a dispatch as that at the telegraph office you would not object to us getting a copy of it? A. I say if there is any dispatch to that effect you can have it; if there is any dispatch about restoring any price whatever you can have it; I will say positively that there is no such telegram, and if there is any telegram directing me to pay any portion of this percentage or that I am to increase their pay in any way, you can have it.

Q. Have you kept a list of the witnesses that were called on this side of the case? A. Yes, sir; I have kept a list of them.

Q. For what purpose have you kept this list? A. So that if I was asked who was sworn I could tell who they are, and could recollect better what they swore to.

Q. Have you a memorandum of their testimony or just the names? A. I have only the names.

Q. Would not their appearance in the shop, at any time in the

future, recall to you their evidence without their names being on the list? A. I don't know ; some one might ask me who was sworn.

Q. Will the fact of their being witnesses on this case interfere in the least with their position in your shop ; would it lead to their discharge or affect their position in your shop? A. Not in the least ; there is no girl that has been here to-day that I don't feel as friendly to as ever ; these girls I will always treat with proper respect, whether they are knights or not knights, witnesses or not witnesses.

Q. You stated, Mr. Balch, in part of your statement, that this was the first shop in this neighborhood that started in on manufacturing shirts ; is that so? A. Yes, sir.

Q. Was it here prior to the manufacturing of shirts in Glens Falls? A. I think it was before they started at Glens Falls ; I am not positive about that, but it was the first in this vicinity, anyway.

Q. I don't care to rehearse this thread business much, but you have made certain statements about which I would like to be enlightened ; one of them is about wasting a great quantity of thread that was found in the sweepings, etc. ; I wish to ask if the reason of its not being removed and being used by the girls was that it became soiled or became oily, or was it mere wastefulness ; is it possible for any girl to prevent the thread going off the shafting and going around the thread bobbin two or three times before they can stop it? A. Yes, sir ; that happens, but I find that they never let very much of it go off when it is their own, but when it was ours they would go off and leave the whole spool to be wound on the shaft ; they would leave the end and would not care where it was and it would catch on the shaft and the whole 2,400 yard spool wind on the shaft ; I have got evidence right here that will swear that they took the thread right off there and went and weighed it and it weighed over a pound at one time.

Q. You say that they have, at times, walked away and the whole 2,400 yards was wasted? A. Whatever there was on the spool.

Q. Did you ever use that size spool of thread prior to these girls paying for their own thread? A. Oh, yes ; we have used it.

Q. Much of it? A. Well, not much of it then ; now we hardly use anything else ; we did mostly use small spools then but we used large spools to a certain extent at that time.

[Mr. Balch here explained the work of putting in the new gusset.]

Q. In speaking of the felling you remind me of another matter ; did you pay for the item of felling of sleeves, that additional work? A. No ; that is nothing that I have stood any addition on.

Q. Did you pay anything extra for that to the girls? A. No ; we never increased the wages any on that account.

Q. Is that one of the items that you mentioned a little while ago as having added to your work and that you had to stand? A. Yes; that is one of the items that was added to our work.

Q. And what did you have to stand? A. I didn't say that I had to stand anything on that, but some others I have.

Q. State one. A. Different kinds of facings; some kinds of facings we have more work to do on and we don't get anything extra for it.

Q. When these were added you didn't add anything to the wages of the girls, did you? A. Oh, yes, I have; I pay just as much now for a number ten shirt as I do for a forty-four shirt; there is a different style of facing, but when they had the other style of facing they didn't receive as much; it is faced now like a higher priced shirt and they get that price for it.

Q. And you get that price? A. No, sir; we get no advance on what we got before.

Q. Are there items there that they never got anything for? A. There are no items except that facing that they get nothing for.

Q. If they added several more facings on the shirts, if they slit the sleeves and put facings up to the shoulders—? A. Yes, and flaps too.

Q. Exactly; would not the eight per cent reduction compensate you for all those little additions? A. No, sir; as I said before, and I don't want to take back one bit of it, I can't make any additions to what I am now paying and run without drawing on some other source.

Q. Do you intend to abide by the decision of the State Board of Arbitration? A. I do, sir; and I intend to run this shop as long as I can do so.

Q. Did you answer Mr. Sherman's question whether Mr. Wallerstein spoke with your authority when he spoke to the girls about this reduction? A. Yes, sir; he did; I said, "If it comes from you they will have no reason to doubt that I was reduced;" he did so.

Q. You stated that you would give the girls the avails of the existing contracts if they would guarantee you and your nephew the wages made by the two highest girls? A. Yes, sir.

Q. Do you mean by that you would take the wages paid to one and your nephew take the wages paid to another, or that you would each take the wages paid to the two of them? A. No; I would take the wages paid to the highest of them and he would take the next highest one.

Q. Did you make a statement that Mr. Wallerstein had taken away the contracts from you that you had with him? A. I did, sir.

Q. Were those the contracts that you would be willing to have them take and take the avails of for four months? A. They would take the

avails before they were taken away, and since then the contracts were forfeited and were taken away.

Q. Is your nephew a partner in the business, Mr. Balch? A. He is, sir.

Q. In the manufacturing of the shirts? A. The manufacturing of shirts and owns half of the machinery.

Q. You stated that the girls received more from you for wages (that is, in the time they have worked for you) than you have yourself from that business for the time that you said? A. I will say that for the time which I made them the proposition that they could have the avails of the shop, I say that there are girls there who have received more than I have.

Q. Do you mean to say that there was not enough money received, over and above running expenses, or do you also add improvements? A. I don't take improvements; I just take the running expenses for fuel, etc.; we froze up there and had to spend about fifty dollars for repairs; I include that because it was an expense of the business.

Q. It would not include the new engine? A. It would not include the boiler; it would include what we paid for repairing the boiler.

Q. You stated a little while ago that if it was only for the work done in the shop you could not work the shop; you make more on the country help? A. I say that we make more on the work that we put outside.

Q. Is that because of the fact that the first part made on that work that goes out is made on the parties who handle that work before it does go out? A. No, sir; what they do there we pay them just as good prices as we pay them on the work that they complete.

Q. Is it a fact that the profit that you make on that work that goes out is made before it goes out? A. No, sir; the profit is not made before it leaves the shop.

Q. Is the belting used on the machines paid for by the girls? A. The belting on the machines is the girls', but the belting running from the line shaft to the counter-shaft is ours; the belting running from the counter-shaft to the machines is their own.

Q. Didn't you say that they didn't work to exceed eight months? A. I said there were some hands there who did not work to exceed eight months; I mean that they would not run over sixty hours in the week and eight months in a year to make the wages that some of them made.

Q. Would they work that long; the sixty hours in a week for eight months? A. It would probably amount to that; I presume some of

them made four hundred and thirty odd dollars there who did not work over eight months, ten hours a day.

Q. Are there some of the girls who make as low as fifteen or twenty dollars a month? A. Yes, sir; some of them make two or three; if a girl has a machine there, that does not give them wages for a month unless they come there and run it; I find that I have to lock the doors in order to keep them in.

Q. Do you lock the doors, Mr. Balch? A. Sometimes we do, sir.

Q. What do you mean by "sometimes?" A. Sometimes we leave them open, so that they can go out, but, as a general thing, we keep them locked, so that they cannot run out around the town.

Q. By "sometimes" do you mean at noon? A. At noon we leave them open, and sometimes we leave it open all day.

Q. Is it a custom to leave them open all day? A. Not always, it ain't.

Q. Do you lock them? A. We lock them generally.

Q. How many employes are there in that factory who worked there six months ago; everybody, all at one time, in said establishment inside those doors that are locked? A. At one time, I think, we had about 130.

Q. Could they get out easily in case of fire? A. Yes, sir; they could get out the back door in the back yard.

Q. Was there any alarm there at any time; I understood there was a fire or came near being a fire? A. There was a board caught fire near the boiler one day.

Q. How far is that from where the girls work? A. It is in the other building; it ain't in the building where the girls work at all.

Q. You made a statement to the effect that you would give the same prices as those paid by Mr. Piser, did you not? A. I did.

Q. And the girls refused? A. They did.

Q. If you added all that had been said at the time about that, would you not have stated that they would agree to receive the prices that were paid by Mr. Piser if you treated them the same as Mr. Piser did? A. No, sir; I said to them, the last time we met over here, I said that I would give them the prices that Mr. Piser paid and run the shop as Mr. Piser does.

Q. When was that? A. It was two or three days before we submitted this matter.

Q. About a week ago, was it? A. About a week ago; when we were down in the office Miss Pender wanted to know if I would do as Piser did; I said "No; I will give you as much in net cash as Piser does;" I would make it the same as Piser paid, net cash.

Q. You had mentioned Piser's shop? A. They mentioned Piser's shop.

Q. And you said you would give the same prices as Piser did, and the girls said they would accept that proposition, provided you would divide the work the same and carry out the same rules as Mr. Piser did? A. They did not say they would accept that; they asked if I would do that?

Q. Did you refuse? A. I said I wouldn't run the shop as Mr. Piser did; but the day I made the proposition over here at the last meeting, I offered to run the shop as Mr. Piser did.

Q. In what way does Mr. Piser divide the work? A. He divides it up in little parts, a great many more parts than I do; I made them the proposition over here that I would pay them Piser's prices and I would pay them three per cent more, and they would not accept that; I was a little excited when I told them that; I withdrew it afterwards.

Q. Why did you refuse to divide it up in that way? A. Because it would make a great deal more handling for our forelady.

Q. Wouldn't that promote harmony and good feeling in your shop? A. No, sir; we could not harmonize under that system; they would all want to do facing.

Q. If the shop was organized in that way and the work divided so that they could earn the same wages, would it not be better? A. No, sir; we pay six cent a dozen more than they are paying there for the same shirt.

Q. What does it cost to make one shirt? A. This shirt, as we manufacture it, cost us, when completed, about \$1.21; then we take off ten and one-half cents for thread, and it makes the real value to the girls about \$1.11; Mr. Piser pays \$1.07½; it costs about \$1.11 a dozen.

Q. It cost \$1.11 without the material, just the manufacturing, for a dozen? A. Yes, sir; without the material.

Q. It costs about nine cents for manufacturing a shirt? A. Yes, sir.

Q. Do you know what the material in that shirt is worth? A. I cannot say.

Q. How many yards of cotton are there in that shirt? A. About three yards, I think.

Q. How much does that cloth cost? A. About ten cents a yard, I should think that would cost.

Q. The bosom costs how much; is it twenty-five cents? A. Say twenty-five cents.

Q. The cuffs and collar would be worth how much? A. The cuffs and collar would be worth, perhaps, fifteen cents more.

Q. That shirt, to manufacture as it stands, costs about seventy-nine cents; what is the retail price of that shirt? A. About ninety cents; before these shirts come here to be manufactured, before that, this bosom is made the collar bands are made, the cuffs are made; these girls in the shop have nothing to do with that.

Q. Is not the bosom twenty-five cents when it is made? A. That is the price, ready made.

Q. Then it is included in the seventy-nine cents? A. Yes, sir; then there is the buttonholes and eyelets, they cost about one cent.

Q. That makes eighty cents? A. Yes, sir.

Q. And those shirts retail on the market for ninety cents? A. I don't know the price of them, but I would take the chance of letting you have some of them at that price.

Q. You remember that one of the girls testified that they run that seam up and then run it down? A. Yes, sir.

Q. Do they get any more for it than they got when they only run it up one way? A. No, sir; they don't get any more [the witness was here shown the schedule of prices presented last night by the employes]; I think that is substantially the prices paid by me now for the different parts of the work, less eight per cent.

By Commissioner DONOVAN:

Q. The lady on my right states that she was paid thirty cents for slide bosoms and reinforcements before she bought her thread, and she is paid the same price now; is that correct? A. I could not say what was paid for those bosoms at these different times.

LIZZIE J. MOREHEAD, a witness called on behalf of the employer, Mr. Balch, being duly sworn, testified as follows:

Q. You are a forelady? A. Yes, sir.

Q. Mrs. Morehead, state the circumstances of this thread change, the time we changed the thread, what was told the girls? A. At the time the thread was changed the girls were given enough to make up for the change, and if they were not satisfied it was to be put to a test and they were to be satisfied.

Q. Explain to them what you mean by the test? A. They were to take any girls they liked, choose out anyone they liked, and see if they did not make enough over to pay for their thread, and if they found that they did not make enough over to pay for their thread they were to get enough to make it satisfactory.

Q. Did you ever know of any girls applying to have it tested instead of taking the amount that their work was advanced? A. Not that I know of.

Q. And so that you would infer that they were all satisfied? A. They were all satisfied, yes, sir.

Q. Will you state what was told them by myself or my son? A. Well both you and your son told them you were willing that it should be tested, let them take any girl they choose to test it.

By Mr. SHERMAN:

Q. Were you present at the time that Mr. Balch and his son made that offer to the girls? A. Yes, sir; I heard that offer made.

Q. You were present at the time? A. Yes, sir; it has been made several times.

Q. What girls was it that the proposition was made to? A. Now, as far as I can remember any names, there was one girl, Mary Ann McKeon, and, I think, Mary Horschfield; they are about all the girls I can remember, but there were a good many there at the time.

Q. You recollect the time this reduction was made and the allowance for thread made? A. I recollect it, but I don't know the time.

Q. Do you know what grades of work the prices were raised on? A. There were different grades of work; I think it was raised on all the work; the work is changing all the time; every year we have changes.

Q. Do you know on what grades of work the prices were changed? A. I don't keep any books of that kind.

Q. Do you not pay the help? A. I do.

Q. How long have you been here? A. I have been here since Mr. Balch came up here in June.

Q. And you have paid the girls since that time? A. Yes, sir; I pay them in checks.

Q. So that you know what each girl gets for the work? A. Yes, sir.

Q. Do you recollect what they were paying for joining? A. I don't recollect so clearly what they were paying then for joining, because I did not pay them in checks then; I can tell very nearly what is paid now.

Q. What is paid now for joining? A. Twenty-six cents for plain joining.

Q. Was that the price that was paid then for joining? A. I don't think so; I never kept any note of those things; I have been in this business since 1870, and it never has been required of me, and if a girl comes up I give her a check and never pay much attention to it.

Q. Do you know the price paid for felling two years ago and now? A. No, sir,

Q. Do you know the price paid for putting on cuffs? A. Yes, sir; I know the price of putting on cuffs.

Q. How much? A. Eleven cents.

Q. What was the price for putting on cuffs two years ago? A. For that you will have to go to the books.

Q. Do you know how much the girls got for slide bosoms and reinforcements? A. I know how much I pay them now.

Q. Do you know how much you paid them three months ago? A. I think I do.

Q. A year ago? A. I believe I do.

Q. Two years ago? A. Two years ago I had more assistance and —

Q. Did you have all to do with the bosoms two years ago? A. Yes, sir; not always I didn't have; I do now have.

Q. Did you have two years ago? A. I had Mr. Balch's son there to help me and I had several assistants.

Q. You don't recollect what price was paid for slide bosoms two years ago and before the girls were charged for the thread? A. Not to get it correct I don't; I could at that time; we marked it on books.

Q. Were you here this morning at the time Miss McKeon was testifying? A. No, sir; I just came now.

Q. Do you know the price paid on any part of the shirt before the thread was charged for by the firm? A. I really do not, but I know it was raised enough for the girls to be satisfied, and I know they were all satisfied at the time.

Q. Do you know how much it was raised? A. I know it was raised enough to pay for the thread.

Q. Do you know how much it was raised? A. No, sir; I do not.

Q. Do you know how much thread is used on a shirt? A. I used to know; I could tell to a thread some years ago, but it is so long since I have made shirts I can't tell now exactly; I think half a dozen shirts can be made with two small spools of thread.

Q. Is not your business to superintend all the work? A. Yes, sir; it is my business to look it over and find fault with any part of the work, if there is any fault, before it leaves the shop.

Q. You say you don't know how much thread was allowed, and still you say there was enough allowed to satisfy the girls? A. I think there was enough to satisfy them.

Q. Were they satisfied? A. Yes, sir; they were.

Q. Why then make this offer to test the thread? A. Because at that time we did not know just what it would take.

Q. Hasn't it been offered lately? A. It has been offered several times.

Q. What prompted that offer to be made if they were satisfied?
A. I think it was outside influence; I thought you meant what brought about this trouble.

Q. If the girls were all satisfied, there would not be any occasion for the offer to make this test, would there? A. They were not satisfied just at the time, and he made this proposition that he test it to satisfy them.

Q. Were the girls in the shop at the time it was tested? A. I saw this Mary Ann McKeon there at the time.

Q. Did you see anybody else there? A. I can't remember anybody else.

Q. Was Mary Horschfield there at the time? A. I can't remember whether she was or not.

Q. Who tested the thread? A. I don't remember who tested the thread.

Q. There wasn't but one or two, if there were any, that were there at the time of the test? A. There were quite a number there.

Q. Were the girls all there at work at that time? A. That is something that I never took any note of; I will hereafter; I will keep a little book.

By Mr. BALCH:

Q. This statement was made publicly, that any girl that felt aggrieved could have the thread tested, if she thought that she had not got money enough? A. Yes, sir; that is the way it was, anybody that was aggrieved, he told them publicly that such a thing may occur.

Q. You say the girls were allowed percentage enough, and they were all satisfied? A. Yes, sir; they were all satisfied.

Q. Can you tell how long we were paid a percentage for the thread? A. I declare I couldn't tell.

Q. Do you know what we got before the thread was charged for? A. No, I can't; hereafter I will keep a note of it.

Q. Do you know how much was allowed for the thread? A. I didn't keep a note of it; I declare I could not.

MARTHA EVANS, a witness called on behalf of Mr. Balch, being duly affirmed, testified as follows :

Q. What is your position in the shop? A. I am assistant forelady.

Q. State to these people what was said in regard to that thread at the time the change was made and they were made to purchase their thread? A. There was a certain per cent off at the time and Mr. Balch said he would give back that for the thread, and they might try

it and see how they could make it, and if they were not satisfied with that they would get somebody else to try it and see if they could get the thread for that price.

Q. And if they could not make enough? A. That he would make it right; that is as I understood it at the time.

Q. Did you ever know of any girls asking or having the thread tested to see if they had enough or not? A. I never knew that they did.

By Mr. HOGAN:

Q. How long have you been working in the shop? A. I went in there in 1883, the 7th day of October, and I have been there most of the time, if not all the time since.

Q. Do I understand you to say that there was a certain amount taken off, a reduction, or that there was a certain amount allowed for the thread? A. There was a certain amount off at that time, I understood.

Q. What time? A. Three years ago in May; because I went in in the fall and the thread was given out free until the following spring, and then they gave back the five per cent, I think it was, off and something more (I don't remember what it was more), and then they should test the thread and see if they could make the price of the thread with that per cent.

Q. Do you remember what the joiners received before they paid for the thread? A. We used to pay eight cents for joining the thirty-five's and nine cents for running in the sleeves.

Q. They were paying eight cents for joining and nine cents for putting in the sleeves? A. A dozen, I mean; I did not mean by the bundle in saying that.

Q. That would make seventeen cents altogether? A. Twice eight would make sixteen.

Q. How much a bundle? A. For joining the single row of stitching we only gave twenty-six cents and for putting in the sleeves; that is what we have always done for the single row of joining; and for double row of joining we used to pay thirty cents for the whole bundle.

Q. For a bundle how much do you pay now? A. Of the thirty-five's, for joining, the girls charge thirty-six cents; we did not used to pay that.

Q. In speaking of the work done for which twenty-six cents a bundle was received tell me just exactly what is being paid for this same work at this time, or when they were working? A. Twenty-six cents.

Q. You are paying just exactly now what you were paying before

the thread was bought by the girls? A. Yes, sir; we are paying twenty-six cents.

Q. Then there was not anything allowed for the thread? A. I don't know as I understand your question; he gave back that per cent that was off for the thread.

Q. What is that per cent? A. That per cent that was off at that time was five per cent, I think.

Q. That was five per cent reduction; that was prior to paying for the thread? A. Yes, sir.

Q. And he gave that back? A. Yes, sir.

Q. You said that they were getting twenty-six cents for a bundle of shirts? A. For one kind of joining, yes, sir.

Q. This is prior to the purchasing of the thread by the employees, and for this kind of joining at the present time they are paying twenty-six cents? A. Yes, sir.

By Mr. BALCH:

Q. Who pays this twenty-six cents; do we pay it or do the bundle workers pay it? A. We don't give out any joining; we give out the bundle, and we don't pay but thirty cents for thirty-five's and they pay thirty-six cents.

By Mr. HOGAN:

Q. Do you give out any bundles of shirts now to join? A. No, sir; only without there is a girl going away, and then I buy a bundle of work, and then I give out the joining.

Q. Has it been done? A. It has been done.

Q. How much do you pay for it? A. I pay just the same as what the girls do because I take it out of the bundle work.

Q. What is that? A. Twenty-six cents.

By Mr. BALCH:

Q. This joining is no separation of ours; that is the girls' separation? A. It is; when I give a bundle out to a girl I give her to understand that if there is any repairing she has got to do it, whether it is in the bundle work or not; if there is any repairing to be done, very often I bring it back to the joiner if it is joining, but when I give it out I tell the bundle hand that I hold her responsible for that bundle.

By Mr. HOGAN:

Q. Do you take the bundle back to the joiner? A. If there is anything wrong about the joining, if I am a mind to do it, I take it back

to the joiner, but I don't hold the joiner responsible; I give the bundle hand to distinctly understand that she is responsible for it.

Q. Do you put the joiner's name on it? A. We require every one who does a part to put her name on it.

Q. Have you had occasion to have any joining done since the lock-out? A. I have not been in the shop but very little time since the lock-out; I have given out no joining myself since the lock-out.

Q. Do you know that joining has been given out? A. I know that there has; there has been girls went in there for that purpose, and I paid for the joining.

Q. How much did you pay for it? A. I can tell you what my price list is if you want it, but I haven't it with me.

Q. Was there any joining given out during the lock-out? A. There wasn't any joining given out by me or that I paid for during the lock-out.

Q. Was there any joining to be finished up during the lock-out? A. There was a good deal to be done.

Q. Was that joining done? A. I suppose those girls that went in did do the joining.

Q. Has any been done since the lock-out? A. I don't know; I have not been in much since the lock-out.

Recess till 8 o'clock P. M., at which time

ELLA GETTINGS, a witness called on behalf of the employes, being duly sworn, testified as follows:

Q. How much wages did you make on an average about, a month? A. Some months I made nineteen, eighteen, seventeen, fifteen, and sometimes ten.

Q. As low as ten a month? A. Yes, sir; sometimes lower than that.

Q. What part of the work do you do? A. Bundle work.

Q. Were you here this afternoon? A. Yes, sir.

Q. Can you recollect what price Mr. Balch stated was the wages made by some of the bundle workers?

[Mr. Balch objected to the question.]

Chairman PURCELL.—Your introduction of that paper was to show, as I understand, the wages of the bundle workers, and this evidence is to show that the earnings of the bundle workers are less than is stated in that paper; therefore, I think it is properly rebuttal evidence.

Mr. HOGAN.—The reason we submit this evidence is that there are between thirty and forty bundlers; all that have been mentioned in Mr. Balch's statement is seven; we want to introduce some of the others who have not been mentioned.

Q. You work at the same work as Katy Mellon? A. Yes, sir.

Q. You make at this same work between ten and twenty dollars, an average of fifteen probably? A. Yes, sir.

Q. Do you work steadily? A. Yes, sir.

By Mr. BALCH:

Q. Do you mean to say that you are there and put in ten hours a day in that shop? A. Some days I am and some days I am not; I don't go there until half-past 7 and sometimes 8 o'clock.

Q. And you go away some nights before 6 o'clock? A. No, sir; I never get away evenings until the power is off.

By Mr. HOGAN:

Q. Do you have to work evenings? A. Yes, sir; I have to turn my facings at home.

Q. How do you account for your not being able to earn more than twenty dollars? A. I am not as smart as some of the rest of the girls; that is the only reason I can give.

Q. I did not know but you were not there as much as some of the other girls? A. Sometimes I am not; sometimes when I am sick.

Q. Do you know Anna Luddy, Katy Gleason, Sarah Mellon, Jennie McKeon? A. Yes, sir.

Q. Are they considered fast workers? A. They are.

Q. Are they the fastest in the shop? A. Yes, sir; I think they are.

By Mr. BALCH:

Q. Isn't there some of the girls that pay better attention to their business than the others? A. I suppose there are.

Q. And there are some of the girls who do a great deal of visiting and talking, and so on, and have a good time there? A. There is not a great deal of it in our room.

Q. Ain't there a good many of those bundle workers on your table who have a good deal of time to talk, and don't attend very well to their business? A. Not in our room, there is not; I don't know about down-stairs at all.

Q. You don't know how it is where Anna Luddy works? A. No, sir.

Q. Don't you see a good deal of visiting and talking? A. I don't call it visiting when they have to go after their work.

Q. Don't you see a great deal of visiting and talking there when they are not going after work? A. I don't know what they are doing when they are at the other table.

By Mr. HOGAN:

Q. Do they work by the piece? A. Yes, sir.

Q. Are there any rules in the shop that you shall not laugh or talk?

A. No, sir; I don't think we have to keep school hours at all in the shop.

MAGGIE GLEASON, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

A. Are you what they term a bundle hand? A. Yes, sir.

Q. Is your sister a bundle hand, too? A. Yes, sir.

Q. Lena Gleason? A. Yes, sir.

Q. About how much can you make a month? A. Sometimes nineteen dollars, thirteen dollars; I never have any more than that clear; thirteen dollars and some cents I have had clear; some months less.

Q. Do you run around a great deal? A. Not a great deal.

By Mr. BALCH:

Q. How long have you worked in the shirt shop? A. A little over a year, I guess.

Q. How old are you? A. Near twenty.

Q. Don't you run around a good deal out in the hall with other girls? A. No, sir; you never saw me out in the hall with them other girls.

Q. Don't you start off before time at night? A. No, sir; I never go out at night until the power is shut off.

Q. Nor your sister Lena either? A. No, sir; I and my sister are the last ones out of the shop at night.

Q. Do you say thirteen dollars is the highest you have had? A. I guess I made fourteen dollars one month.

Q. What time are you there in the morning? A. Between half-past 7 and 8 o'clock.

Q. And sometimes later? A. Once in a while.

By Mr. HOGAN:

Q. Do you do work home evenings? A. Yes, sir; I take my facings home and turn them; sometimes it takes me two or three hours to turn my facings.

By Mr. BALCH:

Q. Why can't you do as much work as your sister? A. Likely she is smarter than I am; she has been in the shop longer than I have, too; that is the only reason I know; another thing, the machine I

have is no good; it gets out of order, and there is no machinist there to fix it, and I have to fix it myself, generally, or have some of the other girls do it.

Q. Has that been the case all the time you have been in the shop?

A. Pretty nearly all the time.

KITTY DWYER, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. You work on bundle work, too? A. Yes, sir.

Q. About what wages do you make? A. Seventeen dollars and twenty cents is the most I ever made.

Q. That is the highest figure you ever made? A. Yes, sir.

Q. How low does it run? A. About fifteen, sixteen or seventeen, somewhere along there.

Q. You would average about sixteen dollars a month? A. I guess so.

Q. Did you have to work home? A. Yes, sir; I have to turn my facings evenings.

Q. Does it take a couple of hours in an evening to do that work?

A. I think it would take about two hours.

By Mr. BALCH:

Q. How long have you worked in the shirt shop? A. About seven or eight months, I think.

Q. Didn't you leave the shirt shop once on account of your health?

A. Yes, sir; but I was there only about a month then, and I have been there about six or seven months since, and worked steady since I went back the last time.

BRIDGET HALEY, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. What branch of the work do you work at? A. Putting on the cuffs and bands.

Q. How much wages can you make in a month? A. I think the most I ever made is about twenty-seven dollars and seven cents.

Q. That is the highest you ever made? A. I think it is the most on this book.

Q. Are Miss McEntire and Miss Flynn cuff hands? A. Yes, sir.

Q. They work at the same work as you? A. Yes, sir.

Q. Are they considered experts? A. Yes, sir.

Q. They are about the fastest in the shop on their part of the work?
A. Yes, sir; they are on their part of the work.

Q. Do you work steadily? A. Yes, sir; when I have the work, but I don't always have it.

Q. When you do have it you work steadily? A. Yes, sir.

By Mr. BALCH:

Q. Are there not frequently days and half days when you don't have work that you are out of the shop and don't work at all? A. Yes, sir.

Q. How long have you been putting on cuffs? A. About five or six months, I think.

By Mr. HOGAN:

Q. Do you have work when the other girls have work? A. Yes, sir; I do.

Q. Do you work, on an average, about as much as they do? A. Yes, sir.

Q. Had you put on cuffs in other shops before you came there? A. Yes, sir; I did for a short time.

JOHN ALLEN, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. You work on what style of work? A. I place eyelets in the bosoms.

Q. What was there about the percentage that was supposed to have been given to the girls; have you any knowledge of that? A. They claimed there was a percentage returned to the girls, but I have never seen any of it.

Q. Have you any knowledge of the thread tests Mr. Balch spoke of? A. I understood that Jessie Sherman tested this thread and that Mr. Balch then gave the thread to the girls according to that test; I didn't see her test this thread; I only heard that she did.

Q. Were you reduced with the others? A. Yes, sir.

Q. The eight per cent? A. Yes, sir; I was.

Q. Did you understand that you were to get a certain percentage to allow you for the thread you used? A. Yes, sir.

Q. Did you get it? A. I did not; I never received it.

Q. How much did you make prior to the reduction of eight per cent? A. About thirty dollars a month, on an average.

Q. Did you work by the piece? A. Yes, sir.

Q. How do you work, by the hundred eyelets? A. By the dozen.

Q. How much a dozen? A. I do a dozen and a half eyelets for a penny.

Q. That is, you did it prior to the reduction? A. Yes, sir.

Q. And now what do you get? A. The same price.

Q. With the eight per cent reduction? A. Yes, sir.

Q. Prior to the time you had to supply your own thread, how much did you get a dozen? A. One and a half dozen for a cent.

Q. And do you get the same now and supply your own thread?
A. Yes, sir.

By Mr. BALCH:

Q. How long have you got this cent for a dozen and a half eyelets?
A. When I first went in the shop that is what I received, and that is what I receive now.

Q. And you have had a new machine since then? A. No, sir; I don't consider it a new machine; it had been used some before I worked on it.

Q. You have a different machine, haven't you? A. Yes, sir.

Q. One that works faster than the one that you had before? A. Yes, sir.

Q. So that if you had work you would get about the same pay as you did before the reduction; the difference in the machines would make it, wouldn't it? A. I don't hardly think it would.

Q. How many eyelet workers are there? A. One besides myself.

By Mr. HOGAN:

Q. The machine that you have got belongs to Mr. Balch? A. Yes, sir.

Q. He asks you the question whether or not you would make the same now as you did before the reduction if you had the work; why don't you have the work? A. They are shipping a great many more goods now that don't require eyelets than they did then.

Q. Did you lose any time by reason of the machine being out of repair? A. Yes, sir.

By Mr. BALCH:

Q. You don't have work all the time, do you? A. No, sir.

Q. You make these wages for the time that you work? A. Yes, sir.

Q. Do you pay anything for the use of the machine? A. No, sir.

Q. Nor for repairs to the machine? A. No, sir.

Q. You never have found any fault? A. No, sir.

By Mr. HOGAN:

Q. Did you understand the eight per cent was soon to be restored at the time it was taken off? A. Yes, sir; I did; it was to be restored

when they got a sale for their goods, and if they got a sale for their goods it wasn't to be taken off at all.

By Mr. BALCH:

Q. You expected that when you got this eight per cent restored I would get it too, didn't you? A. I didn't know that you ever had a reduction.

Q. Didn't Mr. Wallerstein tell you so? A. He said that we would to have to stand a reduction, in order to be able to run the shop; he did not say that there was any reduction in the price paid you.

By Mr. HOGAN:

Q. What is the amount of your wages for December and January, as near as you can tell? A. December I received twenty-six dollars, I think, and January about nineteen.

Q. You worked all the time you had work? A. Yes, sir; I did.

By Mr. BALCH:

Q. There was a good deal of time that you did not have work, wasn't there? A. There was a great deal of poor work in January.

Q. There were a good many shirts made that month that didn't have eyelets, wasn't there? A. Yes, sir; and the rest of them that came had two eyelets instead of three.

By Mr. HOGAN:

Q. Do you know whether they have sold those goods that they had in stock at the time that they made that reduction? A. No; I don't know that they have, but I think that orders came in more briskly than they had before; they ran nights till 9 o'clock.

Q. Was it soon after the reduction was made? A. Yes, sir; very shortly after too.

By Mr. BALCH:

Q. Wasn't that what Mr. Wallerstein said, that he would give all the work that we could do, if this reduction was made? A. He said he would keep the shop running, but he did not say we would run till 9 o'clock.

E. A. BALCH, being recalled for cross-examination, testified as follows:

By Mr. SHERMAN:

Q. In 1881, or thereabouts, there wasn't any reduction on the wages or prices of the help after you had started to work, during the year, or any part of it? A. I don't remember exactly; I could not give the dates of those reductions.

Q. Can you give me within six months of how long you were working here before the reduction of five per cent was made; was it in 1882? A. I don't know, sir; I don't know positively that we made that reduction; we made so many changes.

Q. Have you made so many reductions that you can't remember what reductions were made? A. We have made reductions, and we have made changes.

Q. You did reduce the work five per cent once? A. I wouldn't say that I did, or I wouldn't say that I did not; I could not say whether it was ten per cent or five; I might have reduced them ten per cent, or might have reduced them five per cent, and I could not say that we did make any at that time.

Q. Assuming that you did, and the evidence shows conclusively that you did reduce them in 1882, or thereabouts, five per cent; was it during 1883 that you started the help on the system of purchasing their own thread? A. I should think it was about that time.

Q. When the help were informed that they must purchase their own thread, did you give them back the five per cent that you had reduced them prior to that, and also five cents additional to compensate them for the cost of purchasing their own thread? A. I would not say what it was additional.

Q. Is it because you cannot? A. I could not say just how that was made up; it was made up so as to make that amount in advance of what we had been paying them.

Q. What is that amount? A. Ten and a half cents on every dozen shirts to what we had been paying them before, but whether it was that five per cent that was taken off or whether it was enough in addition to that five per cent to make that ten and a half, I could not say, but my impression is that we gave them that five per cent and enough more to compensate them for the thread.

Q. You think that you gave them the five per cent that was taken off and an additional five and a half cents to compensate them for the thread? A. Yes, sir; enough additional to compensate them for the thread; that is my impression.

Q. You gave them back the five per cent that you had taken off and five per cent more; so you gave them only five per cent to pay for the thread? A. We gave them five per cent and five per cent more; I don't see how you make that five.

Q. Was the five that you reduced them a percentage on the dollar? A. That was a percentage on the dollar, yes, sir.

Q. Then you restored that? A. It is my impression that we did.

Q. And then the five and a half cents, was that a percentage? A.

No, sir; that was five and a half cents on a dozen shirts; whatever that five per cent amounted to, we put on enough more to make ten and a half cents on a dozen shirts; some hands we put on fifteen per cent, and there were others we did not put on more than seven per cent, because they didn't use as much thread in some of the branches, and the total added made ten and a half cents on a dozen shirts.

Q. Do you know how much was added to the cuff hands? A. I could not say; we added enough; but gave them the privilege to have it tested, and if it wasn't enough we would give them more.

Q. You have nothing to do with Mr. Wallerstein's business? A. Not at all, sir.

Q. When you manufacture the shirts and deliver them to him that is the end of it, as far as you are concerned? A. That is the end of it.

Q. And as far as your interests are concerned, it matters not whether he makes sales of them or not, does it? A. Not at all.

Q. I want to ask you if you intend to put back to work the two girls that were buttonholing? A. Those two on the buttonhole machines?

Q. Yes, sir. A. I have intended to all the while.

Q. And you do intend to now? A. Yes, sir.

Q. Do you intend to put them on right away? A. As soon as we can get fit machines to put them on.

Q. I mean on their own machines. A. I think one of them is out of order; I don't know which one is out of order; I have had to use my time preparing this case.

Q. Then the intent is to have them on this week? A. I intend to have those girls on as soon as I can get things in shape to put them on, and I so informed these girls when they came there first.

By Commissioner DONOVAN:

Q. How many divisions are there in the manufacturing of a shirt? A. There are eight divisions, and then there are the eyelets and the buttonholes; that makes two more.

Q. What are the divisions? A. There is bundle hands, set in bosom, set on bosom, collar bands, gussets, felling or backing, cuffs and hemming.

Q. Are there any others besides those? A. Then there are the eyelets and the buttonholers.

Q. The bundle hands, is their work subdivided; does it consist of more than one girl working on one particular branch? A. Not necessarily; some of them divide it up and some of them do it right through;

we recognize no subdivision; there are some parts of the work that they don't like to do, some of them, and they get somebody else to do it for them; there is no division of this work, as far as the shop is concerned.

Q. I heard one division stated here as joining; what are those divisions? A. Sometimes divide it up into joiners and sometimes facers.

Q. Is there one department called sleeve facing? A. The joiners generally do that; they don't divide up any more than that.

Q. Suppose the bundle hands have joiners to help them, how many bundles of two dozen each can an average joiner complete in a day of ten hours, working in the shop? A. I guess there are joiners there who will do eight.

Q. I am asking for an average joiner? A. I am not really prepared to say what a joiner can do, but from their books I should judge it would be a very common joiner who could not do six.

Q. Do the facings require turning; supposing they do the turning in the shop within ten hours, how many bundles could they complete in a day, an average facer? A. It would be a very hard job to come at that; there are four or five different facings.

Q. Well, say an ordinary facing? A. I could not form any idea of that, only what the girls testified to here in their testimony; that is, it would take two hours to turn a couple of bundles.

Q. How many bundles could they complete in ten hours if they do the turning in the shop? A. I am not posted in that kind of work; I don't give out that kind of work, nor don't receive it; I am not posted.

Q. How many can a bundle hand, doing her own facing and joining, doing her turning in the shop, do within ten hours? A. As I say, I don't give out or receive the facings, and I don't know; there is a great difference in the kinds of facings.

Q. Is there a No. 10? A. Yes, sir.

Q. How many bundles could a bundle hand, with a joiner and facer assisting, doing their own turning in the shop, do within ten hours? A. You are asking me on a subject that I don't know about.

Q. I only ask you approximately? A. I should think they could do at least two bundles.

Q. Is there any turning on set on bosoms? A. No, sir.

Q. How much can an ordinary set on bosom hand complete in a day of ten hours, an average hand, not an expert? A. Well, I should not like to make a real guess-work with me; in fact, I don't have any idea. I should think they would do eight bundles

Q. That is sixteen dozen? A. Yes, sir; perhaps I am a little above on that; well, I should say they would do seven bundles, fourteen dozen, in a day.

Q. Now, the set in bosoms? A. The set in bosom, we have two or three different kinds of those.

Q. We will say a set in bosom on any shirt? A. I should think they would do six bundles of set in.

Q. How many dozen collar bands can an ordinary hand place on shirts in a day of ten hours? A. I think our collar banders, take them right through, would average sixteen dozen; we have some could put on considerable more.

Q. Gussets? A. An average hand would put on probably—in a two gusset shirt?

Q. How many will a gusset hand put in of the old gussets? A. A gusset hand, I think they would put in twenty-five or thirty dozen of the old gusset.

Q. Now, how many of the new? A. The new would come in the bundle work, and I don't think with the bundle work that it would make ten minutes' difference on a bundle after they get used to the gusset.

Q. Felling or bagging? A. Well, an ordinary hand would bag twenty dozen.

Q. And how much would a feller? A. A feller would fell, I think, ten dozen.

Q. Cuffs? A. Well, on an average, I think they would put on eighteen dozen after the sleeves was on the shirt; they would put on twenty dozen on the sleeves alone.

Q. Hemming? A. Where they hem the reinforcements, have only the reinforcements here in front, I think that, on an average, they would do twenty bundles.

Q. That is forty dozen? A. Forty dozen; that would be a low estimate; these matters are a good deal guess work with me; that would be according to the best of my judgment.

By Mr. HOGAN :

Q. This estimate that you have given is based on an expert workman, isn't it? A. No, sir; that is an average, I think.

Q. Haven't you stated the average so that you would be sure and give it the benefit of the doubt; that is, where you had a doubt as to how much each one could do, as to whether it should be four, five or six yards, you have said six? A. No, sir; I think I have given a good, fair average, if I was to give it according to the best of my judgment.

SARAH CRONIN, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. You are an average joiner; you are not an expert? A. Well, I think so; I have worked at it fifteen years.

Q. How many bundles do you swear that an average joiner could do in a day of ten hours? A. On an average, five bundles.

MAGGIE CLUNE, being recalled, testified as follows:

By Mr. HOGAN:

Q. How many bundles of two dozen each could an average facer complete in a day of ten hours, doing their turning in the shop within the ten hours, on the back and sleeve facing? A. I should judge they could do two bundles of sleeves and two of backs, and do the turning in the shop.

KATY PENDER, being recalled, testified as follows:

By Mr. HOGAN:

Q. How many bundles can an average bundle hand finish with a joiner and turner assisting, doing the turning in the shop, within ten hours, complete in a day? A. Well, as far as I can tell you — well, I should think they could do four bundles; I take that back, I understood it was a straight yoke; on a number ten shirt they could do six.

Q. Are there any hands who do that work alone? A. No; there is not any.

MAGGIE GUIDON, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. You are an expert at that branch of the business, I understand? A. Yes, sir.

Q. I don't want to know what you can do, but I want to know what an average hand in set on bosoms can complete in a day of ten hours, working in the shop. A. A number ten, the bosom is shorter than on the other shirts.

Q. The question is how many an ordinary set on bosom hand can complete in the shop in a day of ten hours? A. I should think, seven bundles.

ANNA MURRAY, being recalled, testified as follows:

Q. How many set in bosoms can an average hand set in in a day of ten hours? A. Set in bosom, square bosom I mean, I think they

could average three or four bundles in a day; we have some that can do three bundles, and some can do four.

Q. You are answering to an ordinary square bosom? A. Yes, sir.

Q. You could do a set in round bosom a little quicker, couldn't you?
A. Yes, sir; and the open fronts take a little longer.

MARY ROCHE, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. How many collar bands can an average hand place on shirts in a day of ten hours? A. Well, I think about fourteen dozen of open-back shirts.

MARY FRANEY, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. How many dozen would an average hand put in of the old gussets, a two gusset shirt? A. About thirty-two dozen.

Q. Is that what you can do, or what you think an average hand can do? A. What I think an average hand can do.

Q. How many of the new? A. I don't know.

NELLIE MORIARTY, being recalled, testified as follows:

By Mr. HOGAN:

Q. How many dozen of the new gussets could an average hand place in a two gusset shirt in a day of ten hours? A. I don't think I could answer that, because we only did about two bundles and we were a day and a half doing that.

MARY BAKER, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. How many can an average hand bag in a day of ten hours; is there any turning on the bagging? A. No, sir; but there is trimming.

Q. You do the trimming and all in a day of ten hours? A. Yes, sir.

Q. How many dozen can an average hand do in a day of ten hours?
A. From twenty to twenty-one dozen.

Q. And how much would a feller do? A. Well, from seven to eight dozen.

MAGGIE CUMMINGS, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. HOGAN:

Q. How many dozen cuffs can an average hand place on shirts where the sleeve is in? A. I think it would be a good average seventeen dozen a day if they had work.

Q. Now, where the sleeve is not in the shirt? A. I don't think they could average more than about nine bundles; I don't know as they can quite average that.

Q. What could an average hand do in a day of ten hours? A. I think about seven bundles would be about an average.

MAGGIE CRONIN, being recalled, testified as follows:

By Mr. HOGAN:

Q. You are an expert, I know? A. I believe I claimed to be last evening.

Q. I don't want you to answer for yourself, but answer for an average hand? A. As near as I can I will.

Q. How many dozen can an average hemmer complete in a day of ten hours? A. Where they have a reinforced front, perhaps, they can average from eighteen to twenty bundles, but we don't have them; we have another kind that is harder hemming — the fronts, the backs, and stitching on, and we don't get any more for the backs than for the fronts.

Q. How many of those can you do in ten hours? A. Of the backs they can probably do seven or eight bundles, and of the backs and fronts, a little more — may be nine or ten.

E. A. BALCH, being recalled, testified as follows:

I agree with Miss Cronin on that.

By Mr. HOGAN:

Q. How many dozen buttonholes can a buttonhole hand complete in a day, working ten hours? A. We have two kinds of machines; on the National machine, which is the machine which we have run mostly, they will, I should think, do two hundred dozen.

Q. Now as to eyelets? A. The eyelet machine, I should think they would do 100 dozen of bosoms.

Q. You don't make your own bosoms? A. No, sir.

Q. That completes it all, does it, but the bosoms? A. Yes, sir.

LENA SCULLY, being recalled, testified as follows:

I work on the National machine; an average hand can make 144 dozen.

JOHN ALLEN, being recalled, testified as follows:

By Mr. HOGAN:

Q. How many dozen eyelet holes can you complete in a day of ten hours, working in the shop, on the eyelet machine that you worked on? A. About 250 to 260.

Q. Do you consider yourself an expert? A. Yes, sir.

Q. How many could an average hand do? A. About 240.

Chairman PURCELL.—I will state that the application of the counsel for the employes that Mr. Wallerstein be examined in Troy will be granted. We have decided that we will examine him at the Troy House, in Troy, to-morrow morning, and any parties on either side who desire to be present can be present and cross-examine or ask any questions that they wish to.

Adjourned to February 10, 1887, at 10 o'clock A. M.

At which time the Board met at the Troy House, in the city of Troy, all the Commissioners being present.

Mr. Hogan appeared on behalf of the employes, and Mr. Balch attended in person.

EDWARD WALLERSTEIN, a witness called on behalf of the employes, having duly affirmed, testified as follows:

By Mr. HOGAN:

Q. Mr. Wallerstein, do you recollect that about two years ago, in Mr. Balch's factory, you stated to the girls there employed that there was to be a reduction of ten per cent in wages from that time out? A. Well, I went up to Greenwich, and I did not state it to the girls, I stated it to Mr. Balch, that we were compelled to make a reduction in the prices paid for the work; and Mr. Balch wanted me to make the statement to the girls, and by request of Mr. Balch, I made a statement to the girls.

Q. It amounted to ten per cent? A. It was more than ten per cent, perhaps, on some shirts and not so much on others; it was so much a dozen.

Q. Was the statement made by the dozen? A. By the dozen, yes, sir; it amounted, I presume, to Mr. Balch to about ten per cent; I did not figure it in that way.

Q. Was it stated that the girls were compelled to accept a reduction of eight per cent? A. I did not state it in that way; I said that I was compelled to make such and such reductions in the prices paid Mr. Balch, and if they were willing to accept such reduction as Mr. Balch was obliged to make —

Q. Did you also state that in all probability you would not have to make the reduction at all? A. I did not, sir.

Q. Did you say anything at all about the reduction not being made at all or about the reduction being very soon restored? A. No, sir; I told them that when we got better prices for our goods I would restore the price.

Q. Did you say that when you could sell the stock that you had on hand you would restore the reduction? A. No, sir; I don't see how I could make such a statement.

Q. Did you tell them that when the business warranted it you would restore the eight per cent? A. I did.

Q. Did the business warrant it since? A. No, sir.

Q. Did the business get so brisk that the employes in this factory had to work over-time? A. We are in the habit of employing our help more steadily, I believe, than any other manufacturer in the country, and we very often have to keep the goods stored up, and we believe it is a good deal better to keep our hands employed steadily even if we have to store the goods; we are manufacturing about the same all the year round; there are dull seasons in every business, but we don't take that into consideration, and the girls are not idle at any time.

Q. Is there any advantage to be gained by your firm in storing goods? A. There is that advantage that we have them if we want them; and it is an advantage to our customers, and it is an advantage to the help; it is better to keep the hands employed steadily than to rush it at one time and be idle at another.

Q. If the business was slack you would not be liable to rush them more than usual? A. No, sir; we give them the same amount of work whether we are busy or not.

Q. Did the firm send so much goods to Mr. Balch that Mr. Balch had to run his work over-time to do it? A. I don't think we ever sent Mr. Balch more than he could do at any one time, but there is sometimes such goods that have to be delivered at such and such a time, and I write to Mr. Balch or Mr. Piser, or some of our other manufacturers, that such and such goods must be ready at such a time, and such goods have to be rushed through; sometimes we are delayed by ice in winter, and have to shut down for a week at a time, and they get behind; we had no knowledge that Mr. Balch was forced to do it.

Q. Had you any knowledge that Mr. Balch's employes had to work over-time for two or three weeks after you had reduced them? A. That I don't know.

Q. Would you not know that you sent them more work than usual

for two or three weeks after that time? A. That I could tell very easily by looking at my books, but I don't remember that we did at that particular time.

Q. Have you any objection to producing your books before this Board? A. Not at all.

Q. How long would it take you to get your books here? A. I have only to get one book with the account of the goods I sent to Mr. Balch.

Q. You know about how many goods you have sent every month to Mr. Balch? A. Yes, sir; I know there is no change; we get about so many goods each day, and I don't think we send more one week than another; some days I don't make a shipment, and sometimes I only make one shipment in two or three days; so that book would not show.

Q. Would this single book show the amount of goods that had been shipped previous to the reduction and the amount of goods that had been shipped since the reduction? A. Yes, sir.

Q. Have you any objection to producing that book? A. I don't know as I have any objection to producing it, but I don't see any necessity of producing it, because I can tell you I ship about the same amount one time as another; I could not get the book that goes back three or four years just now; Mr. Balch advanced his help gradually, and I don't see that that book would prove anything, anyhow.

Q. You say that it would not prove anything because Mr. Balch has increased his capacity? A. His help, yes, sir.

Q. Have you also increased the orders shipped there with the increase in the help? A. Yes, sir; we have increased it and now we are increasing.

Q. Do you also send work to an establishment in Glens Falls? A. Yes, sir.

Q. Do you know how long that establishment has been established in Glens Falls? A. No, sir; I don't know anything about it.

Q. Do you send goods to Mr. Piser, also? A. Yes, sir.

Q. Did you also send word to Mr. Piser that you must make a reduction in prices at that time? A. Yes, sir; at the time I did to Mr. Balch.

Q. Did he make such reduction? A. He did, yes, sir, at that time.

Q. Can you say how much you pay Mr. Balch for manufacturing these shirts? A. I don't know how I can, because there are so many different kinds of shirts.

Q. Say a number ten shirt? A. I object to telling that; I am willing to answer any question that you ask me, but I object to telling

what price I pay for making our goods; I don't think you have a right to ask such a question.

Q. I have a right to ask. A. But I, don't think that I have to answer; I would refuse to answer it at present unless I am compelled to answer it.

Commissioner ROBERTSON.—I don't think that we have any power to compel an answer, but I do not see any reason why he should not answer.

Mr. HOGAN.—I would like to know what you pay Mr. Balch for the number ten shirt?

[Mr. Balch objected to this question.]

Chairman PURCELL.—If Mr. Wallerstein chooses to answer he has a right to answer, notwithstanding your objection, but we do not propose to force an answer.

By Mr. HOGAN:

Q. Mr. Wallerstein, what do you pay Mr. Balch per bundle for the number ten shirt? A. I refuse to answer that question; I pay Mr. Balch so much per dozen; I don't know how he divides his work up; I don't know anything about that, and I could not give you any information about that if I wanted to, because I don't know anything about it.

Q. Mr. Wallerstein, do you recollect instructing Mr. Balch to restore the old gusset or pay the difference, since this lock-out of the Greenwich employees? A. I told Mr. Balch that if he had difficulty to put the new gusset in, he should use the old gusset for the present, but that I should have to have it put in in a short time, but I never mentioned anything about the price, so far as I recollect.

Q. No, there was not; but in a dispatch sent some time ago, within six weeks, did you not state in substance what I said before, without mentioning any price, that he should start to get out the work; that it was necessary that he should go on with the old gusset or pay the difference? A. I told him to go on with the old gusset for the present; I don't think that there was anything said between me and Mr. Balch about the price.

Q. Have you annulled your contracts with Mr. Balch? A. We have no contracts.

Q. Have you any contract with Mr. Balch of any nature? A. No, sir; not any further than the price of the goods, for making them; no contract for furnishing goods; if I wish to stop to-day I can stop to-day, and if Mr. Balch wishes to stop working for me to-day he can do so.

Q. At that rate, if any other persons should take hold of the factory there they would not have any contracts to work on? A. No, sir.

Q. And if there was any understanding that you had stopped sending work to Mr. Balch during this trouble? A. I believe I told him this; that I could get the work done elsewhere if he could not get his help back again.

Q. As a matter of accommodation to Mr. Balch? A. Yes, sir.

Q. And then it would go on just the same again? A. Yes, sir.

Q. What is the contract-price, Mr. Wallerstein? A. I refuse to answer that; if I would answer, I would have to tell the price of all the different shirts.

Q. We have been figuring on the number ten shirt. A. If I would give you the price of the number ten shirt to-day, and give it six months ago, it would be an entirely different shirt; we pay Mr. Balch more for it to-day, and he pays more for it; I know he must pay more, because he could not get it done for the same price.

Q. You do pay Mr. Balch more to-day than you did six months ago? A. Yes, sir; because it is made a different way; the shirt is made the same as another shirt now, and we pay the same price as we did six months ago for that shirt.

Q. Can you tell what percentage you pay more than you did six months ago? A. No, sir; I can't tell that.

Q. If you add facings to a shirt, you pay Mr. Balch for it? A. We do.

Q. If you add felling, you pay Mr. Balch for it? A. We do.

Q. If you add a yoke? A. If we add anything that is additional work, we pay Mr. Balch for it, because he has to pay more for it; we pay Mr. Balch so much for a dozen shirts; how he pays his men, I don't know anything about that; when I say we pay more for the work, you understand it is for additional work added to the shirt.

Q. On referring back to this question of percentage, do you say that the prices and the increase in your business, or in the orders for the shirts, would not warrant you in restoring this ten per cent? A. No, sir.

Q. Can you explain then how it is that you had to establish additional shops? A. I have seen men grow up from very little to larger if they get business; we are selling goods to-day for less money than we sold them two years ago; our opposition is such, particularly our eastern opposition; they are selling goods to-day for less than our goods cost.

Q. How can you make those two agree; the statement made that

you are running the shop for the purpose of keeping the hands employed, more than anything else, and, on the other hand, that you have such a demand for goods that you have to establish other shops?

A. We had a lock-out here which used our shop pretty well up; if you make an effort to sell goods, and succeed, you want more goods made; I do not mean to say that we are working just for the accommodation of the hands; I am not such a philanthropist as that; I mean to say that we keep our hands employed when we are not busy.

Q. Will you produce the book that will show the orders for the last three years? A. No, sir.

Q. Two years? A. No, sir.

Q. One year? A. No, sir; not for one year; I will produce nothing that has to do with our profit business.

Q. Your shipping book? A. I don't think that our business has anything to do with this case.

Q. You will not produce the book that shows the amount of goods that you shipped to Mr. Balch? A. I can give you that if you want it, but I would not show what we sold; if you want what goods we shipped to Mr. Balch for a year past, then I will show it, but I would not go to get out all my old books, I would not do it unless the law compels me to, but if you want to know what goods I shipped to Mr. Balch or Mr. Piser during the last year I will give it to you.

Q. You will produce the book? A. Yes, sir; Mr. Balch could give you that as well as I could; Mr. Balch gets advice every day of every shipment I ship him; he must enter it in a book.

Q. You will not show the price though? A. I will show you nothing, as far as that is concerned.

By Mr. BALCH:

Q. There are some things here, which he has tried to draw in, that I would like to get an explanation of; do you remember that we used to on some of the felled shirts where the sleeves are bias, that we used to bag those shirts instead of felling them? A. Yes, sir.

Q. And you requested them to fell them instead of bagging them? A. Yes, sir; and I did not pay any more for it because I told you the sleeve had to be finished the same as the body.

Q. Have you ever restored to me the additional amount or percentage that was taken off of the shirts at the time the reduction was made that you spoke of? A. I have not.

Q. And the reduction that you said was made at that time was really made? A. It was.

Q. And it has continued to the present time? A. It has, and I do not propose to change it unless we get better prices for our goods.

By Mr. HOGAN:

Q. Do you recollect that when I asked you the questions as to felling, I did not mention the felling that was done on this sleeve that was bagged without the felling? A. The shirt has a bag fell; the trade demands that it be felled, and if we go from a bag fell to a fell, we have to change it for our trade; Mr. Balch made some of those shirts with the bag felling and our trade wanted the felled sleeves, and I wrote to Mr. Balch, that if a shirt was felled in the body, it has to be felled in the sleeves, and it must be felled for the same price; when I spoke of paying for additional work, when a shirt is changed from a set-in bosom to a set-on bosom, we pay him additional.

Q. I understand you to say that you pay more for all additions? A. Yes, sir; but this is not an addition.

By Mr. BALCH:

Q. In regard to this new gusset that we have been talking about here, are you having this put in in any place? A. Yes, sir; we have them put in at Piser's, and have them put in at Albany.

Q. In putting in that gusset, do you pay any more for that gusset? A. I do not; I pay less.

Q. In putting in this gusset do these parties make any objection? A. No; they did at first, as they do with all new changes, but they would not go back to the old gusset now; your experience as a manufacturer ought to teach you employes object to all new changes.

By Commissioner DONOVAN:

Q. Do you supply thread with your shirts to Mr. Balch, free of cost? A. We charge Mr. Balch for the thread.

Q. You charge Mr. Balch for all the thread? A. Yes, sir.

By Mr. HOGAN:

Q. Do you know under what system the work on those gussets in those other shops that you mentioned is, relating to Mr. Balch's method of work; do you know how the different machinery and such as that — if there are any regulations in those shops, that makes it any easier in those shops than it is in Mr. Balch's? A. Not that I know of; I am not acquainted with them and could not tell you.

Subsequently the Board met at Albany, and after careful consideration of the testimony, rendered the following decision:

The first and second causes of complaint or requests are practically

one, and will be so treated; in fact they embody the real cause of the controversy.

The testimony shows that the Balch shirt factory, established in Greenwich, is supplied with work entirely by the firm of Tim, Wallerstein & Co., shirt and collar manufacturers in Troy and New York, the work at the Balch shirt factory being done by contract between Tim, Wallerstein & Co., and the Balch shirt factory; that the work was performed by the employes at the Balch shirt factory on a fixed schedule of prices for the various kinds of work done; that about two years ago, Tim, Wallerstein & Co. made a reduction of prices theretofore paid to the Balch shirt factory of ten per cent; and that thereupon the Balch shirt factory reduced the price paid to its employes eight per cent on the schedule of prices previously paid. The reduction was arbitrary, and was made by Tim, Wallerstein & Co., on the ground that competition in business was such that they could not afford to pay old prices. Tim, Wallerstein & Co. refused to disclose to the Board what the reduction in prices had been in consequence of such competition, or whether the reduction still continued. The employes of the Balch shirt factory continued to work under the reduced prices until about the 18th day of January, 1887, when they demanded that the eight per cent deduction be restored to them, claiming that they should be paid the same schedule of prices they were receiving previous to the reduction. The Balch shirt factory refused to restore the old prices and the employes struck.

The Board are of opinion that the mode of reduction is unsatisfactory. The testimony shows that it was made on the bare statement of Tim, Wallerstein & Co. that competition in business required it. No particulars as to the extent of reduction required by competition was made. The accounts of the Balch shirt factory with the employes were kept the same as before the reduction; that is, they were made on the schedule of prices paid at the time of the reduction and then eight per cent arbitrarily deducted, so that the employe who earned per week ten dollars, if paid at schedule rates, received ten dollars minus eight per cent, thus leaving on the mind of the employe, not schooled in philosophy, the impression that he or she was not getting the amount actually earned, and naturally creating dissatisfaction. The Board is of opinion that the interests of all parties concerned require that this process of reduction should be discontinued.

After carefully considering the testimony as to the value of the various kinds of work performed, the Board decide that the following schedule of prices shall be paid hereafter, and that the same rates be

paid from and after the fourth day of February, according to the provisions of agreement:

BUNDLE WORK.

No. 30 and all work faced the same.....	\$0 80 and \$0 86
No. 34, open fronts.....	57 " 63
No. 39, slide facings, and similar work.....	86 " 92
No. 41 work.....	72 " 78
No. 42 work.....	86 " 92
No. 44 and all work faced the same.....	95 " 1 01
No. 63 work.....	95 " 1 01
No. 69 and all like work.....	95 " 1 01
No. 73 and all like work.....	1 13 " 1 19
No. 77 and all like work.....	1 13 " 1 19
No. 80 and all like work.....	1 18 " 1 24
No. 92 and all like work.....	1 19 " 1 25
No. 2100 and nonpareil, and like work.....	1 15 " 1 21

BOSOMS.

Set-on bosoms and reinforcement, 2 dozen.....	23
Set-in bosoms, bound.....	32
Set-in bosoms (slide bosoms).....	25½
Set-on bosoms, with set-in linings.....	25½
Set-in bosoms, open fronts.....	23½

HEMMING.

Hemming reinforcements, per bundle.....	06½
Hemming and putting on reinforcements.....	14
	Backs the same.
Neck bands, per dozen.....	09½
Neck bands, open fronts.....	11

CUFFS.

After sleeve is in the shirt, per dozen.....	11
On sleeves.....	07½
Felling, per dozen.....	13
Bagging, per dozen.....	06
Gussets, per dozen (no extra compensation for new gussets).....	03½
Buttonholes.....	5
Eyelets.....	0½

The Board further decide that the employes be permitted to return to or continue in their former positions in the factory, without prejudice on account of the strike, as per their request.

As to the fourth request, Mr. Balch, of the Balch shirt factory, cheerfully agreed that the employes should be furnished with machines by him at the market price, or if they preferred, they could purchase machines where they pleased. In justice to Mr. Balch, it should be stated that there is no evidence even tending to show that they have not, at all times heretofore, been at liberty to do so.

WM. PURCELL,

G. ROBERTSON, JR.,

F. F. DONOVAN,

State Board of Arbitration.

SILVERSMITHS.

NEW YORK.

On or about May eighteenth the Board learned that the silverware manufacturers of New York city and vicinity had locked out their employes on account of a strike of the silver-chasers in the employ of the Whiting Manufacturing Company, the manufacturers claiming that their men were contributing to the support of the strikers. The manufacturers posted in their respective establishments a notice that the factories would be closed, on a certain date, against all members of any organization contributing to the support of the strike. The employes, who claimed that they were not assisting the strikers, treated this notice as a lock-out, and work ceased in all the factories. The manufacturers, who were united in an organization, afterward declared that no member of the Knights of Labor could return to their employ. The Board was requested to endeavor to settle the difficulty, and with this object in view, a member of the Board invited both parties to meet him in New York city on the twenty-second of May. At the time appointed only representatives of the employes appeared, the manufacturers, by letter, declining to attend.

A report was made to the full board, containing a statement from the employes of the cause of the trouble. The Board decided to exercise the authority vested in it by the act of 1887, which became operative on the first of June, and if all efforts to effect a settlement failed, to inquire into the causes of the lock-out.

The Board met at the New York Hotel, New York city, June 1, 1887, at 2 o'clock p. m., all the commissioners being present.

The following persons were subpoenaed to attend the investigation of this matter at that time and place: George W. Dunn, C. J. Dodd, H. A. Pinckney, John Brown, Bernard M. Abell, John Fearn, Thomas

J. Ford, Ed. C. Moore, Charles Cooke, Charles Bulkley, James Cowan, Henry B. Dominick, George W. Shiebler and Henry Wood, all of whom appeared in answer to the subpoenas.

Chairman PURCELL.—We have convened here to-day pursuant to the law passed by the Legislature at the late session, and which has just taken effect, section 9 of which reads as follows: "Whenever a strike or lock-out shall occur, or is seriously threatened, in any part of the State, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed, to proceed, as soon as practicable, to the locality of such strike or lock-out and put themselves in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and if, in their judgment, it is deemed best, to inquire into the cause or causes of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section seven of this act." Which section seven provides that the Board shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof, in this State. We are here, not to undertake to arbitrarily exercise any power or in any way interfere with the business of the employers or their relations to their employes, save as the instruments of the State, which the Legislature has directed to offer their services for the purpose, in the first place, of mediation with a view to an adjustment of any controversy or any difficulty that may exist, and that is the first proposition which is presented to you gentlemen representing both sides of this difficulty. I understand, of course, that there was an effort made by one of the members of the Board, in accordance with the direction of the Board, to that end, which did not succeed, and the result is this meeting of the Board. Now we are here, and ready and willing and desirous of being made any use of that we possibly can be in your service. I think it would be well, in the first place, as a matter of record that the clerk be informed as to who are here, who are represented, so that we may have that spread upon the minutes.

Mr. CLARK.—One moment, if you will permit me. I understand that there was a proposition made for mediation on behalf of the Board (I am speaking now for the several silversmiths), and that the various firms that were called upon replied, each for themselves, to the effect that they had no controversies at that time with their men, and had nothing to mediate or arbitrate, and the intimation of your

opening statement was that this proceeding was under section nine for the purpose of investigation.

Chairman PURCELL.—Yes, sir; mediation failing.

Mr. CLARK.—To ascertain if there is a strike or lock-out, and then if there is, to proceed to an investigation. Now, in the first place, before the employers are called upon to answer, they should understand what there is presented on the part of the employes for you to arbitrate or mediate.

Commissioner DONOVAN.—I think it would be well first to ascertain if those who have been subpoenaed are here.

Mr. CLARK.—If the Board has decided that there is a strike or lock-out, and they are going to proceed to an investigation any way, then it might be well to find whether the witnesses subpoenaed are here, but until the conditions specified in section nine are complied with, I submit that that inquiry should not be entered into. If under section nine you are to arbitrate or mediate before you investigate, it should be understood what you are to mediate or arbitrate.

Chairman PURCELL.—Of course, we must be satisfied that a lock-out has actually occurred. It would be well to place on the record what has been presented to the Board tending to show that there has been a strike or lock-out.

Commissioner DONOVAN.—A communication was received by the Board which stated that "the trouble in the silver industry, which has resulted in a long strike and lock-out had its origin last October. At that time the employes of all silver shops in the city made a demand for an increase of wages for all over-time, viz., for five hours after quitting time, time and a half, and for Sundays and holidays double time. The firms refused to accede, and the result was a great loss of money on orders which they could not turn out. The Whiting Manufacturing Company was the first one to devise a plan whereby to overcome this obstacle of paying extra money for extra work, namely, the filling up of their shop with boys—in other words, the pauperization of the trade. It would be well to state that this firm brought in a boy every week from the 8th of January until the 10th of March, 1887, when the strike took place; at first their attention was called to the state of affairs existing in their factory, and they promised to look into the matter; after a good deal of dilly-dallying with the employes, the firm refused to do anything in the matter, and the strike took place as already stated; this was in the chasing department, where the number of hands was, men, twenty-one, boys, thirteen; the strike had lasted about five weeks and the firm was falling very much behind in the chased orders when they

posted a notice telling all who were Knights of Labor in the various other departments and who were contributing to the support of the strike to quit work. This was the beginning of the lock-out. In the meantime the combination of all the bosses had been perfected and a general lock-out took place against all who were Knights of Labor and against all who contributed to the support of the strike, either morally or financially. The firms who are in this 'combine,' by which they are trying to crush the workingman and his organization, are: Tiffany & Company, Whiting Manufacturing Company, Dominick & Haff, Gorham Manufacturing Company, George W. Schiebler, Wood & Hughes. The representatives of the Tiffany firm are Ed. C. Moore and Charles Cooke; of Whiting Manufacturing Company, Charles Bulkley and James Cowan."

In connection with this there was this communication also; it claims to be a copy of a document posted in the factory of Dominick & Haff: "A strike is now existing in the factory of the Whiting Manufacturing Company, on account of their refusal to discharge apprentices with whom they have agreements, and limiting their number and term of service. This strike, being ordered by an outside labor organization, and supported by those employed in other factories, is an attempt on the part of such organization to dictate the conduct of our business. We, therefore, give

NOTICE

that our works will be closed on Wednesday, April twentieth, at ——— o'clock, against all members of any organization contributing to the support of the strike."

Mr. FORD.—Let it be understood that the gentlemen who are here appear in response to the subpoena of the Board and not voluntarily. In regard to that, I was subpoenaed to be here, not as an employe of any of those concerns, but as a member of an organization to which the most of the men belong.

Chairman PURCELL.—If you represent any of the employes you will be heard. I understand that it is disputed that there is a lock-out.

Mr. CLARK.—We don't dispute that there is a lock-out, but we do not admit that there is. I say, as I said before, if there is anything to arbitrate upon, that should be submitted to the silversmiths and they should understand what it is.

Mr. DOMINICK.—This occurred prior to the passage of this act. There is no controversy since then.

Commissioner ROBERTSON.—Now is it claimed by Tiffany & Co. that there is no lock-out there?

Mr. CLARK.—The gentleman who is here from Tiffany & Co. says that he is here in response to a subpoena; that Tiffany & Co. are a corporation, and he is not authorized to speak for them.

Chairman PURCELL.—Is the representative of the Whiting Manufacturing Company here?

Mr. BULKLEY.—Yes, sir.

Chairman PURCELL.—I would like to ask the representative of Dominick & Haff if this notice:

“NOTICE

that our works will be closed on Wednesday, April 20, at——o'clock against all members of any organization contributing to the support of the strike,” if such a notice as that was issued and posted?

Mr. CLARK.—I stated before that a notice, of which I believe that is a copy, was posted?

Chairman PURCELL.—Is it considered by the representative of the firm that that notice does not constitute a lock-out?

Mr. CLARK.—I do not think they are called upon to answer that. It is for the Board to decide what constitutes a lock-out. It might refer to ten men; it was not a lock-out of all their employees.

Mr. FORD.—I would like to ask from you if the gentleman who has been interrogatory to all the rest of us, is the counsel of all the employers; if one side is represented by counsel, is it not required that the other side shall also have counsel?

Chairman PURCELL.—Any party can appear in person or by counsel; that has been the practice of the Board. Either party can be represented by counsel, if they desire.

Commissioner DONOVAN.—What the Board want first to know is whether there is not some way of settling this matter by mediation. That failing, it is our duty to investigate the matter. If there is any way to settle it by a conference committee from either side, it would be better for both employes and employers to settle it in that way. Mere quibbles have never been permitted by this Board and I do not suppose it is going to be permitted now.

Mr. CLARK.—As I stated in the first place, before the employers are called upon to answer they should understand what there is presented on the part of the employes; any suggestions in view of mediation or any effort to arbitrate or mediate—suggestions in view of arbitration, should be made by the employes.

Commissioner ROBERTSON.—Do you represent Tiffany & Co.?

Mr. CLARK.—I represent in this inquiry the various firms that have been named. The act itself requires that when any matter is submitted it shall be reduced to writing.

By Commissioner ROBERTSON:

Q. Are any of the employes of Tiffany & Co. here? A. Yes, sir.

Q. Will you state what complaint the employes of Tiffany & Co. have to make? A. That they have been locked out.

By Chairman PURCELL:

Q. Did a strike precede the lock-out? A. Not in Tiffany's; there was no strike in Tiffany's.

Mr. DUNN.—The immediate facts in the case were the posting up of this notice that has been read: "A strike is now existing in the factory of the Whiting Manufacturing Co., on account of their refusal to discharge apprentices with whom they have agreements, and limiting their number and term of service. This strike, being ordered by an outside labor organization, and supported by those employed in other factories, is an attempt on the part of such organization to dictate the conduct of our business. We, therefore, give

NOTICE

that our works will be closed on Wednesday, April twentieth, at — o'clock, against all members of any organization contributing to the support of the strike."

This notice distinctly states a strike has been ordered by a labor organization and supported by those employed in other factories; it states that it does exist and then it goes on to state that those who do support it shall be locked out. I think it is stating that there was a strike and that it was supported by employes in other factories, and that all those supporting those people on strike, it was an assertion that they were supporting the strike and that it was a lock-out.

Chairman PURCELL.—That is very good as far as it goes. What suggestions have you to make?

Mr. DUNN.—These people were locked out on the assumption that these people employed in Tiffany & Co.'s were supporting something, which was absolutely untrue. Our men were peaceably and quietly working there since last fall. Their only complaint is that these men belong to an organization, and they would not have men who belong to an organization. Now these men do belong to an organization, and they are ready to go back at any time. There is no room for any other interpretation. The statement is that such a strike did exist; that they were supporting it; and that such as were supporting it were locked out.

Commissioner ROBERTSON.—They do not say that; they do not say that they will not employ members of an organization, but that they

will not employ members of an organization who are supporting men out on strike.

Mr. DUNN.—One of these gentlemen stated, in the hearing of witnesses who are here, that if they were not locked out then they would be soon anyway.

Mr. JOHN BROWN.—I will state that Tiffany & Co. put up another notice; that is, that any man who was a member of any labor organization should be discharged.

Mr. CLARK.—We deny that.

Mr. BROWN.—Didn't they have the notice down in Tiffany's (I am sure they did), that they would only employ free men; what did they mean by that term "free men?"

Chairman PURCELL.—We do not care to discuss that.

Commissioner ROBERTSON.—I want to ask another question here: Are the works of Tiffany & Co. closed, or are they running?

Mr. MOORE.—They are running.

Commissioner ROBERTSON.—Running with full force or not?

Mr. CLARK.—I will state, in answer to that question, that they are running with a large force; they have had more men on their list; and at times they have had a smaller number of men. We would like to know what complaint there is against Tiffany & Co., upon which the good offices of this Board should be requested.

Chairman PURCELL.—Right here there is a letter from Tiffany & Co., to a member of the Board.

"Mr. F. F. DONOVAN, *State Board of Arbitration* :

DEAR SIR.—In reply to your favor of the twenty-first instant, it is true that for the control and proper management of our business, we have found it necessary to dismiss a number of our men, of whom some have returned to us, and of the remainder, such as suit us, will be received, if they come as free men, untrammelled by any labor organization.

With thanks for your offer of arbitration, which deeming unnecessary we decline, we remain,

Respectfully yours.

TIFFANY & CO."

May 23, 1887.

Mr. CLARK.—They do not deny that men were discharged; they are discharging men almost every day.

Commissioner ROBERTSON.—What do the employes of Tiffany & Co. want?

Mr. DUNN.—They want to go back to work, sir.

Commissioner ROBERTSON. — How many men were discharged by Tiffany & Co. ?

Mr. DUNN. — They were not discharged.

Commissioner ROBERTSON. — Well how many men in the employ of Tiffany & Co. were locked out ?

Mr. MOORE. — There are about 290 men in the whole trade; I do not know how many there are in Tiffany & Co.'s.

Mr. FORD. — There were twenty-eight chasers, as near as I can tell.

Mr. MOORE. — There were about fifty of the other hands.

Commissioner ROBERTSON. — They are willing to take any of their former employes back, provided they do not belong to a labor organization ?

Mr. FORD. — Yes, sir; I so understand it.

Commissioner ROBERTSON. — Is that admitted by Tiffany & Co. ?

Mr. CLARK. — The statement of Tiffany & Co. is that they are willing to employ these or any other men who are good workmen, and who will comply with the rules of their house.

Commissioner ROBERTSON. — Is one of the rules of their house that they will not employ any persons who are members of a labor organization ?

Mr. CLARK. — The rule is not as broad as that; they do object to employes belonging to labor organizations which undertake to interfere and dictate in reference to the business of Tiffany & Co. They do not object to labor organizations, as such, because they are labor organizations, but they do object to their men belonging to any organization which undertakes to interfere or dictate, in reference to their business.

Mr. FORD. — Then that settles the matter, as far as Tiffany & Co.'s men are concerned; they do not belong to an organization which interferes or dictates in reference to their business.

Mr. CLARK. — Very well, if that is true they can come back and go to work.

Chairman PURCELL. — That brings up the question, of what is interference with their business.

Commissioner ROBERTSON. — What complaint do you make of the action of the organizations ?

Mr. CLARK. — Tiffany & Co. are not making any complaint; they are satisfied with the present condition of affairs; they are not asking the good offices of this Board; if the Board think, after hearing these gentlemen make their complaints that there is anything to arbitrate, Tiffany & Co. are willing to consider that, and answer respectfully to the Board.

Chairman PURCELL.—While that is true Tiffany & Co., through yourself, have very rightly answered a number of questions. We are trying to get information as to where you stand, and where we stand. My question followed up other questions which you answered, and I thought perhaps you would answer that also.

Mr. CLARK.—Perhaps I will, as a matter of courtesy to the Board.

Commissioner ROBERTSON.—Have all these silver manufacturing concerns put up this notice?

Mr. DUNN.—Yes, sir.

Commissioner ROBERTSON.—If any of the representatives of any concern here deny that they issued such a notice, they can say so.

Mr. CLARK.—There is a notice here from Dominick & Haff which is substantially correct. The manufacturers admit that they posted notices similar to that. They say that they do not desire to make any charges against any labor organization at the present time. That there has been a lock-out only so far as their men accepted the terms in that notice applying to them and locked themselves out. They went out and did not come back. Inasmuch as some of their workmen went out after that notice was posted, it was evident that they belonged to that organization.

Chairman PURCELL.—Was it not on account of this labor organization interfering with the business of another firm that Tiffany & Co. issued this order?

Mr. CLARK.—I understand that that labor organization was constantly interfering with Tiffany & Co., and they instigated the strike, as they understood, and as they were informed by their men, in the fall. They were waited upon at this time by the employes of the corporation who are not members of this organization. At this meeting there is not an employe of Tiffany & Co. present. They want it understood that they are not making any complaint against any organization or against any one; they are satisfied with the situation.

Commissioner DONOVAN.—In view of the communication received by the Board, through a member of it, in reference to this grievance or dispute, as the case may be, wherein it is tacitly admitted that there is a grievance between each one of the manufacturers and their employes, is there a disposition on the part of both sides to meet and try to agree upon some plan whereby this difficulty can be settled? It is evident to me that the manufacturers are willing to receive some or all of their men, provided that they will comply with certain conditions, and the men say they will not return on those terms. If there is to be no settlement, then of course it is the duty of the Board to ascertain whether there is a strike or lock-out. If

both parties are willing to have a conference and endeavor to settle the matter this afternoon, we might avoid an investigation of this matter.

Mr. CLARK.—Who will be the parties to this conference?

Commissioner DONOVAN.—Whoever the parties select for that purpose.

Chairman PURCELL.—The Board will be very glad to meet representatives of either side this afternoon for a conference and see whether there is any way to settle the matter.

Mr. FORD.—If conference committees are to be appointed and we are to adjourn for that purpose, I trust that they will be empowered to act; we can't waste our time with this case, because we have other business to attend to.

Mr. CLARK.—What is the particular point of conference?

Chairman PURCELL.—Anything that will tend to bring about the desired result.

Commissioner DONOVAN.—Leaving quibbles and everything else aside in this matter, as I understand it, it is intimated that a strike took place in one of the manufactories and the employes of the others were locked out because they were supporting the men on strike. That is what is claimed; we have no official information on that point.

Mr. CLARK.—The proposition for a conference is respectfully declined for various reasons; among others, that the men who are out and who, through their representatives ask it, are no longer and have not been for several weeks in the employ of these various parties. Their places, many of them, have been filled, and a meeting with a view to restoring former relations, so far as all of the men are concerned, would be absolutely useless, without being fair to those who have been employed in their places, but the employers inform me that they are willing to meet any one of their former employes individually and give them employment if possible.

Mr. DUNN.—That was the proposition that was made after they went out, that if the employes would apply individually, as free men, they would be given employment, if possible.

Commissioner ROBERTSON.—The employes do not want to admit that they are not free men, do they?

Mr. DUNN.—No, sir.

Commissioner ROBERTSON.—What was the difficulty in the Whiting Manufacturing Company's shop? What did the men there complain of? What was the complaint made by the chasers?

Mr. DUNN.—The complaint by the chasers originally was that a

statement by the foreman was made that these people would swamp the chasers for what they had done in the past, after the first of January. This statement was made by a member of the firm, and after the first of January they put on one apprentice a week, and I think they had thirteen apprentices to twenty-one men, and I think of all the other employers the largest proportion was in Tiffany & Co.'s, and they had five apprentices to twenty-eight men.

Commissioner ROBERTSON.—Why did the Whiting Manufacturing Company want to swamp these men?

Mr. DUNN.—That is for the Whiting Manufacturing Company to say.

Commissioner ROBERTSON.—How did they try to swamp them, by hiring apprentices?

Mr. DUNN.—Yes, sir.

Commissioner ROBERTSON.—They did not swamp them?

Mr. DUNN.—No; they did not have time.

Commissioner ROBERTSON.—Then, on the assertion that they would swamp them, without ascertaining whether it was true or not, they went out?

Mr. DUNN.—No, sir; there was a committee called on them and asked them to put some of these apprentices at some other work.

Mr. BULKLEY.—The Whiting Manufacturing Company haven't an apprentice in their shop, and have not had in fifteen years.

Mr. DUNN.—Did you not speak to me about apprentices?

Mr. BULKLEY.—I might speak of apprentices, nominally, but they are not really apprentices.

Mr. DUNN.—This gentleman talked to me in relation to apprentices for hours at a time.

Commissioner ROBERTSON.—I suppose an apprentice is a learner—a beginner. Why do you say that the Whiting Manufacturing Company has no apprentices?

Mr. BULKLEY.—The law specifies what an apprentice is, and under the provisions of the law we have not had an apprentice in fifteen years; we have had agreements with young men.

Mr. DUNN.—This question has arisen in relation to apprentices, and the statement is made that the Whiting Manufacturing Company has not had an apprentice in their factory in fifteen years. The statement was made to us by these men that they had contracts or agreements with the parents of these boys to teach them the trade, and for that reason they could not transfer them to any other department.

Chairman PURCELL.—Well, gentlemen, it is evident to the Board that any effort toward mediation or arbitration, adjustment of any kind, is not to be fruitful of results; and we therefore decide

that a strike and a lock-out both having taken place, to-morrow morning, at 10 o'clock, we will make the inquiry required by law. This inquiry, of course, is made not to gratify any desire of the Board to pry into the affairs of either employers or employes; it is made because the Legislature, being called upon from time to time to enact laws in regard to the relation of employer and employe, desire information, and the object of this clause in the law is to have the Board find out the state of facts and report them to the Legislature. At 10 o'clock in the morning we will proceed with that examination, and we desire each party to appear here at that time prepared to go on with the investigation. We would suggest that the matter would be greatly facilitated if each side would present the facts in the case as they desire them to appear. It will be more satisfactory to the Board, and I have no doubt it will be to the Legislature when the Board comes to present its report to the Legislature. Of course, that would not exclude the examination and cross-examination of witnesses.

Commissioner ROBERTSON.—Now, if the employees will put in writing what they wish us to inquire into, or what they complain about, and then submit it to the employers or their attorney or agent, they can make such answer to it as they see fit. I don't see how the employers can make any statement until they know what the complaint of the employees is. It is in the nature of a complaint, and they cannot put in an answer until they receive the complaint. If both sides will do this, we will get at some little understanding of this matter, and not go around firing at a heap.

Chairman PURCELL.—I understand that the employers say that there is no controversy, and we have decided that there is. If they were served with a complaint, I suppose they would say that they have no complaint to make, and would not answer it; but they might, at the request of the Board, present a statement of what they claim. If they present a complaint, would you present an answer to it?

Mr. CLARK.—Certainly we would. We will be pleased to assist your Board in the performance of your duties. We would answer only in view of an investigation, and not with any reference to arbitration in the future.

Mr. FORD.—Will you please define section 8, in regard to employing counsel?

Chairman PURCELL.—There is nothing specific in relation to that, but we have the right to get our information through any channel that we choose, and we recognize the right of any party before us to be represented by counsel.

Mr. FORD.—All the information I wish to ask for is, if one side has

a right to engage counsel, and does engage counsel, if the other side is not compelled by law to employ counsel?

Chairman PURCELL.—Either party can be represented by counsel or not, as they choose.

Adjourned to June 2, 1887, at 10 o'clock A. M., at which time the Board met at the same place, all the commissioners being present.

William F. Clark, Esq., appeared as attorney for the silversmiths, and Julius J. C. Langbein appeared as attorney for the employes.

Chairman PURCELL.—Now, gentlemen, we are ready to proceed with this inquiry into the causes of the existing situation between the manufacturers and their former employes; and the employes will be kind enough to present, as concisely as possible, the state of facts touching the controversy, for record.

Mr. LANGBEIN.—Mr. Chairman, what is your idea and the idea of the Board, that witnesses should be put on the stand and examined *pro* and *con*, or that a statement should first be prepared by the side represented by myself and by the side represented by Mr. Clarke, and then, if necessary, for the information of the Board additional witnesses should be put on the stand? If it is the idea of the Board that a statement should be handed in, I have just been informed by Mr. Dunn, who it seems represented the part of the men before this Board before, that he has not yet finished his statement; it is not quite prepared. It will not take him long to do that. We can, however, in the mean time go on and give evidence before the Board.

Chairman PURCELL.—It was our suggestion yesterday that your side this morning prepare and present a concise statement, and then, if it was necessary, we could go on with the testimony supplementary to that.

Mr. LANGBEIN.—That statement is not yet prepared, owing to the hurry in making our preparation for this examination.

Mr. CLARK.—I might remark that we did not prepare any statement, owing to the fact that it was uncertain whether any statement would be prepared by the other side, and we did not wish to answer charges that were not made against us. If time is taken by the other side to prepare a statement, we shall ask time to answer it.

Chairman PURCELL.—It was a mere suggestion yesterday that a statement be prepared, but if this statement is not prepared we cannot wait. If you desire afterwards to file any statement, you can do so, and the other side will have an opportunity to answer it.

Commissioner ROBERTSON.—My idea was that the party who felt aggrieved here should state what their grievances were, and then we would know something about it. If the other side denied it, they

would state their case. As it is now, you must make your own case in your own way.

Mr. LANGBEIN.—Under the statement of Commissioner Robertson, I think it would be useless to go on now, as we have not any written complaint.

Chairman PURCELL.—It is not necessary. We want simply the facts in relation to this controversy.

Mr. LANGBEIN.—Under that suggestion, we will put on the witnesses, and afterwards, if we are so advised, we shall put in a verified statement which will be in the nature of a complaint. If the other side desire to answer it, that will form an issue, and we can go on.

Commissioner DONOVAN.—Would it not be better, from the papers that were sent to the Board—of course, they are not properly drawn—but would it not be well to establish the fact of a strike, followed by a lock-out, and follow it up by the facts; and the other side will have a chance to cross-examine the witnesses.

JOHN FEARNs, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. LANGBEIN:

Q. Mr. Fearns, how old are you? A. Twenty-six.

Q. And where do you reside? A. No. 349 West Thirty-second street, New York city.

Q. What is your business or occupation? A. A silver chaser.

Q. How long have you been in that employment or business? A. About ten years.

Q. With whom were you last employed? A. Whiting Manufacturing Company, of this city.

Q. Where is their place of business? A. Corner of Fourth street and Lafayette Place.

Q. Do you know whether it is an incorporated company or unincorporated? A. I could not say.

Q. When were you first employed by that company? A. It is nearly two years ago.

Q. In what capacity? A. As a silver chaser.

Q. Are you still in their employ? A. No; I don't think I am.

Q. Have you been discharged from their employ? A. No, sir.

Q. State the circumstances under which you ceased being in their employ, and state to the committee fully and particularly all the details connected with the manner in which you ceased to be in their employ. A. Well, I cannot give you dates, because I did not make any note of them at the time, but I can give you the facts; they are

these: That some time during the last fall — (this is what I consider as the original cause of the trouble) — some time last fall, we asked for time and a half for over-time.

Q. Explain to the committee, inasmuch as I don't scarcely understand those terms myself, what you mean by time and a half. A. By time and a half for over-time, we mean that they pay time and half time for the extra time that you work.

Q. What is meant by time? A. The same pay as you receive for ten hours in the day-time.

Q. Time then is ten hours' work? A. Yes, sir.

Q. What do you mean by time and half time?

Chairman PURCELL:

Q. It is fifty per cent more for extra time? A. Yes, sir.

By Mr. LANGBEIN:

Q. Now confine yourself to the facts in your own knowledge; when you use the term "we," state the persons; name them. A. I, then; during the last fall we, at least I with others, asked for fifty per cent extra for all over-time that we worked, and the firm did not —

Q. Who did you have that conversation with? A. We didn't have any conversation with anybody.

Q. Who did you ask? A. I, with others, drew up what we called a round robbin and it was presented to the firm, the Whiting Manufacturing Company, with a letter stating what we desired.

Mr. LANGBEIN.— I will call on the other side, Mr. Clark, to produce that paper, if they have it. Will you produce it during the investigation?

Mr. CLARK.— Mr. Langbein, do you wish it while this witness is being examined?

Mr. LANGBEIN.— Oh, no; at any time during the investigation.

Mr. CLARK.— This gentleman thinks that he can produce it.

Q. Go on with your answer. A. The firm didn't make us any answer at all; they didn't grant it, they didn't refuse it; they simply did not ask us to do any over-time; consequently they did not have to refuse it; we worked all during that fall, which is the busy season in our business, and then after the holidays, which occur the first of January we—at least, the firm began to put on apprentice boys, and for a space of eight weeks, I think it was, six or eight weeks, they put on eight or nine apprentices, and they had formerly quite a number of apprentices in their employ; it brought the number up to sixteen apprentices, and they had in their department, the chasing department, nineteen journeymen.

Q. Are you what is considered a journeyman? A. Yes, sir.

Q. Go on. A. The men, when they saw so many apprentice boys coming into the department, began to grumble, and they didn't say anything at first until that number was there.

Q. That is sixteen? A. Sixteen apprentice boys to nineteen men; two of the older apprentices were nearly out of their time; that is, they were nearly journeymen, and during this time they got out of their time; that brought the number of apprentices down to fourteen to twenty-one journeymen, and then, for some cause or other, one of the apprentice boys was discharged, which made the number thirteen apprentices to twenty-one men, and it stood that when the trouble took place; the men then protested against so many boys being in that department; we thought it was unjust.

Q. Now, state the manner of that protest; state what was done? A. Well, we held a meeting and talked the matter over, and we instructed our representative to proceed to the factory and inform the company that we protested against that number of boys being in that department.

Q. What was the cause of that grievance; state that to the committee; why were you aggrieved at the action of the company in employing these apprentices?

[Mr. Clark asked if the board wished for opinions.]

Chairman PURCELL.— We are investigating as to the cause, and I suppose that is an element in it. If they had a meeting and he is cognizant of it, he can state what occurred there.

Q. You may state, in answer to the last question, what the cause of the trouble between the journeymen and the Whiting Manufacturing Company about the employment of apprentices was, and what caused that meeting, and the result of it. A. The cause was the undue number of boys that were in the department, which was altogether unprecedented.

Q. How did that affect the journeymen? A. It would affect the journeymen in this way; when business would get a little dull the journeymen would have to walk around the streets and do nothing.

Q. What was the salary of apprentices? A. I am not certain, but I think they begin with three dollars a week.

Q. You don't know? A. No, sir; I don't.

Q. Have you heard any of the company say anything about that, any of the company or its managers? A. I have not.

Q. Have you no general idea of what the salary of apprentices was? A. Yes, sir; I have an idea.

Q. Before you give us that idea, from what particular fact do you

gather that idea or information? A. I was an apprentice once myself, and I know what I received.

Q. In the same business? A. In the same business; and I know generally that boys receive about the same pay.

Chairman PURCELL.—His idea of a matter of fact we don't care anything about; he may state any facts within his knowledge.

Q. State the salary which you received when you were an apprentice. A. The first six months I received three dollars a week; for the next six months I received four; the next year I received five; and I was to receive more each year until I was out of my time.

Q. What was the cause of employing the apprentices, and what was the effect on the journeymen? A. It would have the effect of pauperizing the trade, lowering the wages.

Q. State what took place at that meeting. A. We decided at the meeting that a request be sent to the company that the number of apprentices in that department be reduced to seven; that was six apprentices that we desired disposed of in any manner that they saw fit; we left the manner of doing that to themselves.

Q. Was any request made to the company by you or anybody else, that any of the apprentices be discharged? A. No, sir.

By Mr. CLARK:

Q. Were you there when your representative had the interview with the company? A. No, sir.

By Mr. LANGBEIN:

Q. State the result of the interview of your representatives with the firm. A. The result of the interview that our representative had with the firm—I think Mr. Osborn was the gentleman that he had the interview with, and the result of it was, he said that if there was any trouble in their factory with the men they would rather settle that trouble with the men themselves, rather than have any outside party interfere.

Q. Who was the outside party? A. Our representative.

Q. Wasn't he one of the journeymen? A. No; he was not employed in that factory.

Q. Then what was next done? A. Mr. Osborn informed us through our foreman, that he would like to see us in the evening after closing hours.

Q. Now give us the date, as near as you can. A. I cannot give the date.

Q. As I understood you, it was about January of this year. A. Yes, sir, it was; I cannot give you the date at all.

Q. That you say was about January, 1887? A. Yes, sir.

Q. Now state what occurred. A. Mr. Osborn informed us that he would like to see us after closing hours; he said that a man who said he was our representative met him that day, and he understood that there was trouble in that department in relation to apprentices, and then he went on to state that the firm did not want to have any dealings with outside persons, or any interference of outside persons in their business, but if there was anything wrong in the department the firm would do all in their power to rectify it, to make it pleasant for us; we were not prepared at that time to answer Mr. Osborn, and we did not make him an answer; we left him and quietly walked out; then we had another meeting, and we came to the conclusion then that if the firm was willing to do what was right with us, and to deal with the men themselves, we had no objection.

Q. Did you communicate that desire to Mr. Osborn or the company? A. We did afterwards; we decided that we had no objection if the firm would do what was right by us, and the next day we notified Mr. Osborn, through our foreman, that such was the case, and we were willing to see him again and try to arrange the matter.

By Mr. CLARK :

Q. Was that communication in writing? A. There were one or two communications in writing that we sent to the firm, but whether that communication was in writing or not I would not like to say.

By Mr. LANGBEIN :

Q. Did anybody see the firm or Mr. Osborn on your behalf? A. I think the foreman saw him on our behalf, and Mr. Osborn said that evening he had an engagement and he could not see us that evening but he would see us, he said, the following evening; the following evening he did not see us, and did not for several evenings; I think it was pretty nearly a week.

Q. Do you know whether the foreman called upon Mr. Osborn? A. He said he did; we have the foreman's word for it; I did not see the foreman speaking to him; finally we had a meeting with Mr. Osborn and we stated to Mr. Osborn —

Q. About how many were present? A. About all in the department; there were twenty-seven in the department, and I don't know whether any of the apprentices stayed or not.

Q. What was it you stated to Mr. Osborn? A. The fact that there were too many boys in that department, and we wanted the number reduced.

Q. Now state to this Board all that was said. A. That would be pretty hard work.

Q. Well, as near as you can ; give the substance of it ; give it in your own way, as long as the Board gets the substance of it? A. Mr. Osborn talked to us on the moral side of the question.

Q. What did he say? A. He said he thought we were doing very wrong in endeavoring to interfere with the business of the firm in the manner we were trying to do, and he also promised us that the boys in that department would not, under any circumstances, do us any injury, do us any harm; and he further promised us that he would do all he could to elevate our business; that he was going to put our business right forward; that is, our branch of it—do all in his power to elevate it.

Q. What reply was made by you, or the others for you? A. I didn't make any reply at all, but several others made various statements, but I would not like to state what they were.

Q. Can you give the substance of them? A. No.

Q. State what grievance or complaint the journeymen made at that interview? A. I have already said it was that there were too many boys in the department, and we wanted him to get rid of seven of them.

Q. Did you tell him why you objected to it? A. Yes, sir; because we thought it was intended for the pauperizing of our trade, and when business was dull our wages would go down.

Q. State what other cause of grievance was stated to Mr. Osborn by the men? A. That I could not state.

Q. What was your own cause of grievance? A. There is only one other thing that I can state, and that is Mr. Kennedy, who was in the employ of the company—it was pretty near the end of the interview—and he asked Mr. Osborn if there was anything that the company was willing to concede to us, and he turned to Mr. Kennedy and he said, "Now you are talking;" and he said "I will confer with the company and I will give you an answer to-morrow."

Q. Did Mr. Osborn say anything about swamping the chasers, or anything to that effect? A. Not at that interview.

Q. Was that at a subsequent interview? A. I never heard him say that.

Q. Have you heard anything to that effect? A. I have heard a rumor that Mr. Osborn stated that; I have never heard him state it.

Q. Is that all that occurred at that interview? A. As near as I can remember it.

Q. Then no definite arrangement was arrived at at that interview between the men and Mr. Osborn? A. No, sir.

Q. When did the next interview take place? A. The next interview, if I recollect rightly, took place the next evening; Mr. Osborn stated that he was ready to see us, and we waited after 6 o'clock to receive the answer, and he told us that he had conferred with the other members of the firm and they had come to the conclusion that they would not allow the employes to interfere or dictate in the management of their business in any way.

Q. There was no objection made then to outside interference? A. No, sir; that was to ourselves.

Q. When any objection was made to outside interference the men waited on the firm themselves? A. Yes, sir.

Q. State what next took place? A. To pay them their wages for the time they worked on Saturday night; I think that closed the interview, and there was no more said then, except to one or two of us, and we walked out; there was not so much in what he said as the way he said it.

Q. State what there was about the manner of stating it? A. He stated it in a manner that I would consider most insulting.

Q. Can you give the Board any more definite statement in regard to his manner? A. I don't think I can.

Q. Was he short, abrupt; was he pert? A. In all former interviews we had with Mr. Osborn, when he addressed the employes, he always addressed us as gentlemen; on this particular occasion, when he commenced to address us he said "Men."

Q. What was his manner, his bearing? His bearing was something like this, he put his hands in his pockets, and he had a sneering smile on his face, and he told us he had conferred with the other members of the firm, and he told us they did not calculate to allow the men to interfere in any way with the management of their business; that they intended to pay us our wages on Saturday night for the time we had worked; and I suppose they thought they were doing their full duty to us then.

Q. Can you state to this Board about the number of apprentices to the number of journeymen, as compared with other houses? A. At the present?

Q. Yes, sir; and at that time? A. I think you would get more definite information on that subject by getting the evidence of the witnesses from the different shops.

Q. I have you now? A. As far as the Tiffany & Co. shop is concerned, there were twenty-eight chasers in that department and there were twelve apprentices; in Dominick & Haff's I think they had eight apprentices, but I am not positive as to the number of journeymen.

Q. You have no definite information on that subject? A. Not on that subject.

Q. Was there anything further that occurred after the last interview you have stated? A. Oh, yes; we have had several; after that interview we had held another meeting.

Q. About how many were present? A. Nearly all the chasers in that department.

Q. About twenty odd? A. Twenty-one; there was nearly that many there, and we came to the conclusion that before we would proceed to any extreme measures we would try once more, and on the following morning we instructed our representative, that is, the party who went there before, to go to the firm again.

Q. Who was that representative? A. Mr. Ford.

Q. One of the chasers? A. He is not a chaser by trade; he is a polisher by trade; he has worked in the silver business, but he is not a silver chaser; he has worked as a silver polisher; he went to Mr. Osborn again and he had quite a lengthy talk with him; I was not present; the result of that talk was that Mr. Osborn said he was sorry at the state of affairs and he hoped the men would not be so foolish as to strike, and would speak to the firm once more, but he said that he did not think that the firm would go back on their first decision; so he made an appointment with Mr. Osborn.

By Mr. CLARK:

Q. This is what was reported to you? A. Yes, sir; he made an appointment with Mr. Osborn at 3 o'clock that afternoon; Mr. Osborn promised him that he would see the firm and give him a definite answer at 3 o'clock; Mr. Ford was not able to get to the factory at 3 o'clock, but he got there about 5 or half-past; he saw Mr. Osborn; he told him —

By Mr. LANGBEIN:

Q. Were you present at that interview? A. No, sir.

Q. You can state, without giving the details, the result of that interview. A. The result of the interview, as it was told to me, was that Mr. Osborn said that he was sorry —

[Mr. Clark objected to this evidence.]

Q. I did not ask the witness the details of the interview; what was the result of that interview, as far as you people were concerned? A. After Mr. Ford had the interview with Mr. Osborn we saw Mr. Ford; he told us —

Q. In consequence of what Mr. Ford told you, what was next done

by the journeymen? A. We stopped work the next morning at half-past 8.

Q. Did you see any of the company or Mr. Osborn around about that time? A. In the morning before we went out?

Q. Yes, sir. A. No; I saw Mr. Osborn when I went into work that morning; he was in the office; I passed on and went up-stairs; we had no conversation with him.

By Commissioner ROBERTSON:

Q. Did you determine to go out before you commenced work that morning? A. Yes, sir.

By Mr. LANGBEIN:

Q. Before the men struck, and after the interview with Mr. Ford, did they have a meeting? A. Yes, sir.

Q. And what was the result of that meeting? A. Then we decided to go out on strike.

Q. How many of the men came to that determination? A. All hands; twenty-one men and four, I think it was, of the oldest apprentices.

Q. Will you give us about the date when that was? A. When we went out?

Q. Yes, sir. A. The eighth — no, I can't give you the date.

Q. Well about what date? A. I think it was the eighth of March.

Q. Do you know anything else, of your own knowledge, with regard to a notice that was put up around the shop or works, by the company, after that time or about that time? A. I never saw the notice; I saw a copy of it.

Q. Can you state the substance of that notice? A. As far as I can recollect, the substance of it was that anyone in the employ of the firm who was supporting the striking chasers, or who belonged to any labor organization, Knights of Labor, could consider himself discharged.

Q. How was that notice signed? A. By the Whiting Manufacturing Company.

Q. About when was it that you saw it? A. I saw the copy.

[A paper was here shown to the witness].

Q. Look at the paper now shown you and state whether you can, from refreshing your recollection, say to this Board that this is a copy of the notice? A. That is it.

[The notice referred to, but nothing else connected with the statement, was offered in evidence by Mr. Langbein. It was marked for identification "C. J. M. 1."]

Mr. CLARK.—That is not the notice posted by the Whiting Company. We object to that going in as the notice posted by the Whiting Manufacturing Company, on this evidence.

The WITNESS.—I would like to state, as far as that notice is concerned, I was on the committee.

Q. Yes; I am about to ask you about these details.

[Mr. Clark produced a paper which he said was the original notice; and it was shown to the witness.]

The WITNESS.—Yes, sir; I think that is the notice.

[The original notice was then offered in evidence. It was received in evidence and marked "Exhibit 1."]

Q. State, if you had any subsequent interviews, when they occurred, with whom, and what took place, after this strike? A. The first interview that took place, that I had with the firm, was up-stairs in the factory with Mr. Cowan.

Q. Who is Mr. Cowan? A. One of the members of the firm, and Mr. Osborn.

Q. Is Mr. Cowan now present? A. Yes, sir; there was present at that interview, besides Mr. Osborn and Mr. Cowan, Mr. Truax and myself, of the chasers, and then there was present five (I think it was five) representing the other departments of that factory; one of them is present.

Q. State his name? A. Mr. Pinckney and Mr. Rittenmeyer; there are two present.

Q. In what capacity were they employed by the firm? A. Mr. Rittenmeyer is a silversmith, and I am not so sure about Mr. Pinckney's occupation.

Q. Now, state what occurred? A. They sent for us, and said they would like to see us to see if we could not arrange this trouble; in all the interviews we have had with the firm the only side that has been taken, so far as I can understand, by the firm was the moral side of the question; they claimed that we were doing very wrong, and they claimed that it was a point of honor with them, and claimed that they should keep the boys in that department for that reason, and not discharge them or not dispose of them; I cannot give you the details of that interview, but there were no results; the company did not say that they would do anything; they said that they could not; they said that they had promised to keep the boys, had promised their parents, and as long as the boys remained with them, and did their duty, that they would stick to the boys.

Q. Do you know the terms under which these boys are employed? A. No, sir.

Q. You are unable to say whether they are under written articles or verbal agreements, or on what terms they are employed? A. The firm told us that they did not or would not give written agreements or indentures to apprentice boys.

Q. Was anything said at that time by any of the firm as to the laws of the State of New York in regard to apprentice boys, in regard to the requirements of the statutes? A. Not at that interview.

Q. Or at any interview? A. Not that I heard.

Q. Was anything said by any member of the firm or their manager at any interview? A. Not to my knowledge.

Q. Was there anything of that kind said at any interview at which you were present? A. Not that I now recollect.

Q. What was the result of the interview? A. Nothing.

Q. Was there any further interview? A. Yes, sir; there were several of them.

Q. Without going into the details of them, did they change the condition of affairs? A. No, sir; the only interview that we thought we had accomplished anything was with Mr. Truax and Mr. Lucas and myself, of the chasers, and we came to an agreement with Mr. Bulkley; it was on Saturday, I think; we made an agreement with him that we would accept what he promised and he did not promise us anything; he promised us this much, that the boys in that department would not do us any injury; that all that we asked he thought would come about as a natural consequence; he said, as far as discharging those boys or removing them out of that department was concerned, the firm most emphatically said that they would not; but he said that the boys in that department would not do us any injury; in fact, by his conversation he led us to infer that all that we had asked of him would in time be granted to us; that was the opinion that I formed from what he said in that interview.

Q. Was there any conversation at any time about a combination? A. Yes, sir.

Q. State what was said in regard to a combination? A. I will go back to a previous interview; at a previous interview the firm asked —

Q. With whom did you have that interview? A. We had an interview with Mr. Bulkley, Mr. Cowan and Mr. Osborn in one of the upper rooms of the factory.

Q. Is Mr. Bulkley a member of the firm? A. Yes, sir.

Q. Go on. A. At that interview I believe I asked that our representative, Mr. Ford, be allowed to be present at that interview; they said no; that they wanted to have all dealings with their men; they thought they could settle the matter with their men themselves; we did not

insist on that; there was a great deal of talk on the moral side of the question, and one of the first things that Mr. Bulkley stated was this: I think he said that day at 3 o'clock, "Unless this matter is settled, there will be a notice posted in every silver factory in the United States, locking out their men, as a means of self-protection against this labor organization."

Q. Did Mr. Osborn at that interview, or at any interview, take a paper out of his pocket, a notice, and read it to you men or Mr. Cowan?

A. I have heard that he did so; I will explain how I may have missed that; during the course of that interview they split us up into two parties, and Mr. Bulkley and Mr. Osborn addressed one party and Mr. Cowan had charge of the other, and Mr. Cowan during that may have done so; there are some of the witnesses present who talked to Mr. Cowan, and they can tell all about that.

Q. Now state to the Board all that was said in regard to any combination among the manufacturers? A. At the interview I am speaking about now I stated what Mr. Bulkley said about a combination; he admitted that a combination had been formed.

Q. State what he said? A. He stated that at 3 o'clock a notice would be posted in every factory of any importance in the United States in the silver industry, locking out their men, and I think he named the factories; he named Tiffany & Co., Dominick & Haff, Shiebler, Wood & Hughes; he named Kreinz, in Philadelphia; he named Kruss, in Baltimore, and I think that about covers it; and — oh, yes, he named Bergens, in Concord, New Hampshire.

Q. What was his manner and tone as he was telling the men that? A. There was not anything peculiar about it; he spoke all right.

Q. Was there any request made of the company at that time in regard to distributing the apprentice boys in the factory? A. There was.

Q. To whom was that request made and what was said? A. It was made to the firm generally, to the three of them.

Q. Now, what was the answer? A. I think, if I do not make a mistake, that it was myself that proposed that; we told them that we did not desire to have the boys discharged at all; we never asked for that; we simply wanted the boys disposed of for the time being.

Q. How do you mean disposed of? A. We left that to their own judgment; we didn't state in any manner.

Q. Now go on. A. I proposed to them that they should take these boys and distribute them in other rooms of the factory until vacancies should occur in the chasing department, and when such vacancies occurred, give these boys the preference and let them come back to the chasing department and learn the business.

Q. What was their reply to that request? A. They said they could not do that; that they had promised the boys and their parents, and as long as they stayed there and did their duty they would stand by them.

Q. Was anything said about a combination, at that time, among the manufacturers; was that said? A. That was said; yes, sir.

Q. Now, when did that interview take place? A. That interview that I spoke of occurred the day after the lock-out occurred.

Q. When did that occur? A. That occurred the nineteenth of April, I think.

Q. This year? A. Of this year.

Q. You stated that there were several interviews; now state the next one in regard to this conspiracy or combination among the employers? A. Well, at nearly all the interviews after that one, at which I was present, the firm admitted that there was a combination, and the firm claimed this at the time that we made our so-called settlement with the firm, where they promised that all these things that we asked would come about in due course of time, they admitted that a combination existed; they told us that when these troubles ceased that the necessity for the combination would cease to exist, and, to use their own words, "would vanish into thin air."

Q. Who made that statement? A. Mr. Bulkley.

Q. Was that in the presence of Mr. Cowan and the superintendent, Mr. Osborn? A. It was in the presence of Mr. Cowan, but I don't think Mr. Osborn was there.

Q. Were there any other interviews at which such conversation took place? A. That was about the last interview, with the exception of one that I had after that, and at that interview we came to an understanding; the men were to go back to work on the following Monday morning, and they also told us—we asked the question, if the chasers in that factory went back to work, would that settle the difficulty, so far as that factory was concerned, with the other hands? they said yes; so the chasers agreed to go back to work on those conditions on Monday morning.

Q. In other words, that was the end of that strike? A. Yes, sir; so we thought; we parted very good friends with Mr. Bulkley, and we came down to our rooms, which were then on Fourth street, right opposite the factory, and we were scarcely down to our rooms when—

Q. Had the men virtually agreed with the representatives of the company to return to work? A. The committee had agreed; we were made the representatives of the men and we had full power; whatever settlement was accepted by us would be accepted by them,

and they would abide by it; and we were scarcely down to the rooms when a messenger came from the store, and he said to Mr. Truax—in the first place I will state that Mr. Bulkley said before the settlement could go into effect he would have to notify the remainder of the combination, and he said he thought he would have time to do it on that afternoon; it was Saturday afternoon, and he sent this messenger down to say to us that he would not have time, and to hold the men back and not let them go to work on Monday morning, and he would let us know on Monday; that was the message that the messenger gave; so we informed the men that we thought everything was all right, and we waited on Monday for an answer.

Q. That, I understand, was to give Mr. Bulkley, on behalf of his company, time to see the other manufacturers who were engaged in this combination? A. Yes, sir; and to notify them.

Q. Now, go on? A. We notified the men, and we waited on Monday until, I suppose, 2 or 3 o'clock in the afternoon for some communication from Mr. Bulkley, and we did not receive any; finally, the committee decided that we would go up and see Mr. Bulkley, after waiting some time for him, and while we were there Mr. Cowan, who had been away for a day or two, came in, and Mr. Bulkley asked us to excuse him for a minute or two, as his partner had just come in, and he wanted to speak to him on matters of business, and we said "certainly," and we waited about an hour, and then we asked a salesman—he is the same salesman who acted as the messenger—told him to ask Mr. Bulkley to come out; that we could not wait any longer, as we had other business; he came out and said he had more to say to Mr. Cowan than he thought he had, and if we would come back in an hour he would see us again.

Q. Do you know whether this conversation with Mr. Cowan was in reference to this strike? A. I was not present at the conversation.

Q. Go on. A. We came back in about an hour or an hour and a half and we saw Mr. Bulkley and Mr. Cowan; they were both in the office and they both shook their heads and said it was too late; they were sorry that this settlement could not be brought about; that owing to pressure that was brought upon them by the other members of the combination, they were obliged to take the same stand as the rest of the combination and fight the Knights of Labor.

Q. I understand at this time the men were willing to go to work? A. Yes, sir; they were going to take the same stand as the rest of the combination, and they said that for the future they would not employ any Knights of Labor in their factory; and they said they were sorry; we said we were sorry also; I asked them this question: if I came to

their factory and asked for employment what they would say to me; they said they would ask me if I was a Knight of Labor, and if I said yes they would not hire me; if I said no they would give me employment, and everything would be all right.

Q. Were you ready to go to work in that shop at that time? A. Yes, sir.

Q. Were the other journeymen chasers and the silversmiths? A. Yes, sir.

Q. Was there anything else that took place at that interview — said or done? A. I am not certain whether it was that interview or not, but I think it was the previous interview when we made this settlement, they said that they were not bound by this law or rule to fight the Knights of Labor; we understood if we made the settlement with them we were to go back the same as we came out, without any questions being asked; that so far as their factory was concerned, they would not ask us any question whether we belonged to the Knights of Labor or any organization.

Q. Then it was only after that interview with Mr. Cowan on Monday, that they made the remarks that you have just now stated, to wit, that they would not make the settlement; that they were sorry; and they would stand by the combination? A. Yes, sir; they said that they were sorry, but they were forced to take the same stand as the other members of the combination; as I understand it, that they were no longer free men.

Q. Never mind that; but that was the result of the combination among the manufacturers? A. Yes, sir.

Q. Have you now stated all the conversation? A. That was all the interviews that I had with them.

Q. At that interview then, the men offered and tendered their employment? A. Yes, sir.

Q. And with the result stated? A. With the result stated.

Q. Have you now anything further to state to this Board touching the matter in controversy? A. No, sir.

Q. Were there any further offers made, or tenders made by either side after that interview? A. Not in that interview; the only other thing that I could recollect, is the firm seemed to be unable to understand the manner in which the business had been conducted in the Gorham Manufacturing Company, and they asked us if we could not do something like that in their factory, and we said no, we could not; they told us the Gorham Manufacturing Company was running full time with a full complement of hands, and they asked us if we could not do something like that here.

Q. Have you seen any notice of a similar character to that that was put in evidence, that was posted in any of the other factories? A. I saw one of the notices that the Whiting Manufacturing Company had; Mr. Bulkley showed it to us; he had one or two of those in his desk in the office.

Q. Was it similar to the one in evidence? A. It was about the same; they were all about the same.

Q. Have you ever seen the one that was posted up by the Gorham Manufacturing Company? A. I had a copy of it, a clipping from a Providence paper, that was sent to me from Providence.

Q. Have you ever seen the one from Dominick & Haff? A. No, sir.

Q. What do you understand by the term "lock-out?" A. I should call it enforced idleness.

Q. Enforced by what? A. Enforced by the employer saying if you won't do such a thing he won't give you work.

Q. In other words, it is caused by the employer not giving the men work? A. Yes, sir.

Q. Was that not what happened with the Whiting Manufacturing Company, so far as you and your co-workers were concerned? A. As far as the chasers in the Whiting Manufacturing Company were concerned, up to this interview we had on that Monday that locked those out, we were strikers.

Q. I understand it that you were ready to go to work? A. Yes, sir; that Monday we considered that we were locked out.

Q. Why didn't you go to work? A. Because the privilege was denied us.

Q. By your employers? A. Yes, sir.

Q. Does that lock-out still continue? A. Yes, sir.

Q. Have you given the Board the date of that Monday; I think you said the nineteenth of April; is that the time that you refer to? A. No, sir; the nineteenth of April, I think, was the date of the lock-out, if I don't make a mistake, and this interview was on the day previous; the conversation when the firm went back on their agreement, occurred, I think, on the first of May; I think the first of May was on Monday.

Q. So, since the first of May, there has been a lock-out, virtually, between the company and the men? A. Yes, sir.

By Mr. CLARK:

Q. The first trouble of the chasers with the Whiting Manufacturing Company was last fall some time? A. That is what I consider was the original cause of the trouble.

Q. Where you made a demand, by what you call a round robbin, for increased pay when you worked over-time? A. Yes, sir.

Q. And how much did you demand? A. We demanded an increase of twenty-five per cent.

Q. Had you been receiving extra pay for over-time work? A. Yes, sir.

Q. How much? A. Twenty-five per cent.

Q. And you demanded twenty-five per cent more? A. Yes, sir.

Q. After that time you did not have any over-time work to quarrel about? A. No, sir.

Q. So that during the holidays and up, to the first of this year, up to the time of the trouble about apprentices, there was no complaint about the wages that you were receiving for the actual work that you did? A. We did not complain as a body or as an organization, you understand we did not complain that way, but there was a complaint in regard to the wages they received for the regular day's work, and there was an increase granted to quite a number of them, to twelve of the men, twelve or fourteen, I think.

Q. There was an increase granted to some of the men? A. Yes, sir; I received it.

Q. You received it? A. Undoubtedly.

Q. So that at the time the trouble occurred in regard to apprentices there was no complaint on your part or on the part of the others, as to the wages that you received for your services? A. No, sir; with the exception of one or two who were not entirely satisfied.

Q. You don't know that they made any complaint to the firm? A. I don't know that they did; if they did, I don't think they got any satisfaction.

Q. This work of silver chasing is regarded as skilled labor? A. Yes, sir.

Q. How long before a man becomes a skilled silver chaser? A. I only served four years at the trade, but in this city they look on five years as about the rule.

Q. These boys that you complained of were learning the trade of silver chasing? A. Yes, sir.

Q. And your complaint was that too many were being taught the business? A. Yes, sir.

Q. And the complaint was that the Whiting Manufacturing Company were teaching too many boys to be silver chasers, when they grow up to be men? A. Yes, sir.

Q. When was it that you made the first complaint, or that the first complaint was made to the Whiting Manufacturing Company on this

account? A. Well, it was some time during January, but I can't give you the date.

Q. And do you know who presented that complaint to the firm? A. It was our representative, Mr. Ford.

Q. Was he a silver chaser? A. No, sir.

Q. What was his business? A. He is the representative of our organization; at least he was at the time.

Q. What is his business? A. His business is a polisher by trade.

Q. What kind of a polisher? A. Well, he could polish about anything, I guess; the principal part of his time he worked on brass.

Q. He is known as a brass polisher? A. Yes, sir; but he has at one time worked at silver polishing.

Q. You have spoken of your organization, and you have referred to it several times; what was that organization? A. Knights of Labor.

Q. Composed entirely of silver chasers? A. That is, our branch of it is composed entirely of silver and brass chasers.

Q. Was Mr. Ford a member of your branch? A. No, sir; but I can explain how he is in connection with us if you wish.

Q. Well, you may explain it. A. The brass and the silver workers are attached to the general body of the Knights of Labor, and we have established, for our own convenience, an executive board, and he is our representative in that executive board; he is just known as our representative; he has no authority; he is our mouthpiece, does our work and gets paid for it.

Q. He was not employed at his work at the time? A. No, sir.

Q. But was in the employ of your branch? A. He was in the employ of the brass and silver workers, as our representative.

Q. How many members are there in your organization; the brass and silver workers are one? A. It is about six or seven thousand strong, I guess.

Q. And where is your place of meeting?

[Mr. Langbein objected to this question as immaterial.]

Q. You have spoken of going to your rooms on Fourth street? A. Yes, sir.

Q. What rooms were those? A. Those were the rooms of the executive board.

Q. Of this body of six or seven thousand men? A. Yes, sir.

Q. That executive board were not all silver chasers? A. Oh, no.

Q. Before making this complaint to the Whiting Manufacturing Company, in relation to employing too many apprentices, was the matter discussed in this executive board that you have spoken of? A. The matter was placed before our executive board.

Q. And did they take any action upon it? A. Yes, sir.

Q. What action did they take? A. They referred it back to the chasers.

Q. To do as they pleased? A. Yes, sir.

Q. And to the chasers of the Whiting Manufacturing Company? A. To the chasers' organization.

Q. That is still another branch of the general organization, is it? A. Yes, sir.

Q. Meeting together or governed by an executive committee or how? A. When the chasers' organization held their meeting we all met together, as many of them as go.

Q. Was the matter considered in a general meeting of the organization of chasers? A. Yes, sir.

Q. With what result? A. It was referred to the chasers in Whiting's shop.

Q. With any expression of opinion? A. That if we decided that we had a grievance the organization would support us first, last and all the time.

Q. What did that mean? A. It means that they would support us morally and financially.

Q. That is what they have done, is it? A. That is what they have done and that is what they were locked out for.

Q. The branch of silver manufacturing carried on by the Whiting Manufacturing Company is one having several departments? A. Yes, sir.

Q. And the silver chasers are only one branch, working upon work that is prepared for them in other departments? A. Yes, sir.

Q. What is the effect upon such a factory of not being able to obtain any silver chasers, as to being able to carry on their business? A. Do you mean not at all?

Q. Well as to how it would affect their business? A. Do you mean whether they could get any chasers at all?

Q. If they could not get any chasers?

[Mr. Langbein objected to this question on the ground that it supposes something that has not existed yet, and that it is irrelevant.]

Mr. CLARK.—The point is just this: What we propose to show (and we propose to show, if the fact is so, that this witness has knowledge of it) that while the chasers are but a small number of the employees of a silver manufacturing shop, that without the chasers they are unable to put but a very small portion of their completed work on the market, and it practically stops the whole work of the shop.

Q. Have you any knowledge as to the effect of a strike of the silver

chasers of a manufacturing establishment, being unable to replace them, obtain any others, as to the effect upon the general business of the manufacturer? A. Yes, sir.

Q. What is that effect? A. Well, it is in a great measure, as far as the chasing is concerned, it puts a stop to it; that is, until they could replace the men that they had formerly in the factory.

Q. They could not complete their work to put it on the market? A. Not to any extent; they did succeed afterwards in getting some work done.

Q. In other words, the chasers going out is a good deal like the breaking down of the steam engine; it stops the work of the shop? A. To a certain extent.

Q. And you knew that at the time of the strike? A. That it would have that effect?

Q. Yes, sir. A. Yes, sir; we knew that.

Q. Did the chasers make any specific demands upon the Whiting Company as to how many of their apprentices should be discharged? A. We did not ask to have any discharged.

Q. Well, what was your specific demand? A. We requested that the number of apprentices in that department be reduced to seven; there were thirteen; so we asked to have six disposed of, and we left that to their own discrimination.

Q. You are quite certain you did not request to have them dismissed or discharged? A. Yes, sir.

Q. You are quite certain that that was not put in the written paper? A. Yes, sir; not only that, but afterwards in our interviews we suggested that they be not discharged.

Q. But your demand was that they should cease teaching them the art of silver chasing? A. Yes, sir; that they should cease teaching six of them; the other demands that we made were that no boy be taken to learn the trade who was under sixteen years of age, or rather that was over sixteen years of age; that no boy be taken who was not sixteen years of age or under, and that he could be compelled to serve at least five years; the other was that no apprentices should be taken on for the space of one year.

Q. They should not take any more on for one year? A. Yes, sir.

Q. Anything further? A. That is all.

Q. Didn't you also demand that after one year they should only take on one additional boy per year? A. Yes, sir; I forgot that.

Q. That they should pledge themselves not to take on any more than they had then for the space of one year, and after that they should only take on one a year? A. Yes, sir.

Q. I think you said you were seventeen when you began? A. Between sixteen and seventeen.

Q. And you learned in four years? A. Yes, sir.

Q. This demand upon them was made by this Mr. Ford in the first instance? A. Yes, sir.

Q. And in consequence of what he reported, you and some of the chasers went yourselves to see the members of the firm? A. All the chasers; Mr. Osborn requested that we should.

Q. To what body did Mr. Ford make his report? A. To the chasers in that shop.

Q. To those alone? A. Yes, sir.

Q. Was the matter, before the strike and after his report, a subject of discussion at a general meeting of the chasers? A. Yes, sir.

Q. And did they take any action upon it? A. They left it, as I told you before, in the hands of the chasers in that shop.

Q. Was that regarded, the teaching of so many boys, regarded as an injury to the men in that shop especially, or an injury to the trade in general? A. An injury to the trade in general.

Q. It was a trade matter then? A. Yes, sir.

Q. You stopped work on Monday morning, was it? A. No, sir; on Thursday morning, at half-past 8 o'clock.

Q. Had you given any previous notice that you would stop work? A. Yes, sir.

Q. When? A. On the day previous.

Q. And did you specify the time when? A. No, sir.

Q. What was the form of that notice that you gave? A. Mr. Ford informed Mr. Osborn that if the firm did not recognize the request of the men that the men certainly would strike.

Q. That is what you understood? A. That is what Mr. Ford told us.

Q. Who gave the signal for stopping work at half-past 8, if anyone? A. I could not swear to that; I believe I am under oath, and I would not swear to that.

Q. Have you any recollection about that at all? A. Yes, sir; the signal for stopping work was the blow of a hammer on a bench, and I heard the blow of a hammer and I got up and left the shop.

Q. Do you know who gave that blow? A. Yes, sir.

Q. Who was it? A. Mr. Rook.

Q. He was a chaser? A. Yes, sir.

Q. Had he been selected to give the signal? A. He had; I could not swear that Mr. Rook gave the blow because I did not see him do it, but I understood that he was to do it, and I understood that he did do it.

Q. When was that arrangement made? A. I believe it was made in the shop that morning; that was a matter of indifference anyway, because we all knew the hour.

Q. That was arranged that morning or the evening previous? A. It was arranged the evening previous.

Q. Where? A. In our rooms on Fourth street, the room of our executive board.

Q. The rooms of the executive board of the brass and silver workers of the Knights of Labor? A. Yes, sir.

Q. You had a number of interviews yourself with Mr. Bulkley, did you not? A. Not alone.

Q. You were present? A. I was present, yes, sir.

Q. In those interviews he asked you more than one of them — at least at one of them, if you knew of any act of injustice done by the company to its employes? A. Yes, sir; I don't recollect the question but I know that he asked questions like that.

Q. What was your reply? A. I am not sure that he asked me individually or not; I am not positive about that, but I think he did; I think I told him, as far as I was concerned, the Whiting Company had treated me as well as any other company had.

Q. You had no act of injustice to complain of? A. With that one exception, the employment of so many boys; that was the only act of injustice that that company had done in that department that I know of.

Q. You regarded that as an act of personal injustice to you? A. Yes, sir.

Q. How could that work be an injustice to you? A. The consequence is, as I understand it, when there is a surplus of labor the market will go down; if we keep a corner on the market we control the trade.

Q. Are there chasers enough in the country now to do all the work in the country? A. Yes, if we work as we have; when the holidays come round if we work, as we always have done, a little over-time there are plenty of chasers in the market to-day; in fact, there are too many chasers in the market.

Q. Didn't you complain in that round robbin about over-time, that working over-time was injurious to health? A. I think we did, sir; it is injurious to health.

Q. That is why you demanded extra wages? A. Yes, sir; to pay us up for our loss of health.

Q. Was it an act of favor or an act of injustice that they did not ask you to work over-time for them? A. If those boys that they were

going to put on would only work during the busy time I would consider it a favor, but as those boys, in all probability, intended to make a living at the trade, I would consider it an act of injustice both to the boys and to us; our trade is not always busy; it is only for a short time previous to the holidays.

Q. How much time did you lose in the year previous to the trouble?

A. Not any.

By Mr. LANGBEIN:

Q. Were there any more apprentice boys put on during that time?

A. Not any; the year before that I lost about four months.

By Mr. CLARK:

Q. How many apprentice boys did the Whiting Company have employed a year ago last January? A. I don't know; I think the Whiting Company can tell you that from their books; there were not enough there to occasion any dissatisfaction.

Q. When did they take on the apprentices that occasioned the dissatisfaction? A. This year.

Q. How many? A. They took on eight or nine; I am not certain only of the exact number that was there; that was thirteen to twenty-one men.

Q. You were at work in that shop all the time? A. Yes, sir.

Q. And can't you say positively whether they took on three, six or nine since the first of January? A. Well, no, I could not state positively; it was eight or nine.

Q. Are you willing to testify to this Board that it was over three since the first of January last? A. Oh, yes.

Q. You are quite positive about that? A. Yes, sir.

Q. Can you give the names of any of them? A. No, sir; I cannot.

Q. Can't tell the names of one of them? A. No; I never asked.

Q. You are quite positive there were more than three put on since the first of last January? A. Yes, sir.

Q. If there had been only three would that have been ground for complaint? A. We did not complain until there were about nine.

Q. If there were only three you would not have complained, would you? A. No, sir.

Q. There were three about to finish their time and to become journeymen? A. Yes, sir.

Q. How did it come that you were out of work for four months during the year before that? A. There was no work.

Q. No work in the Whiting Company's shop? A. No, sir.

Q. What time in the year was that? A. About August, I think.

Q. From August until Christmas? A. No; I left before that.

Q. When did you go into the Whiting Company's shop? A. It was about the first of October, I think.

Q. Hadn't you been idle before that? A. At different times during that year.

Q. What shops did you work in before that? A. In Dominick & Haff's.

Q. Any other? A. I worked for Charles Roche; he has a small shop; it is only a chasing shop.

Q. In your testimony about different interviews you have had with the members of the Whiting Company you have not undertaken to give the language that was used either by you or by them, as a whole, have you? A. No, sir.

Q. Do you think that they used the term "combination?" A. No; I think they used the term "association."

Q. Do you think that they specified Knights of Labor? A. Yes, sir; I am positive of it.

Q. Quite positive of it? A. Yes, sir.

Q. They did not simply refer to labor organizations that interfered with their business? A. They referred to both; they said that positively to me that they would not employ any Knights of Labor; in the interview with Mr. Bulkley, he stated that although we could go back, that in the future they would not employ any Knights of Labor.

Q. You left Dominick & Haff's shop because of want of work, did you? A. Yes, sir; I would like to state here, so that you will not misunderstand me, that I left Dominick & Haff's on two occasions; the first time I left it was on account of want of work; the second time I left it was because they reduced my wages three dollars.

Q. Were both of those occasions in the same year? A. They were in the same year, but there was several months difference; it was about the time that I had so much loafing to do, during that year that I left work, and the next time that I left it was for want of work; they did not have any work for me, but they sent for me the day after I left.

By Chairman PURCELL:

Q. Reduced three dollars on what? A. On eighteen.

By Mr. CLARK:

Q. At the time you left because you could not get work you could get work at fifteen dollars a week? A. Yes, sir.

Q. What were your wages at the time you struck? A. Nineteen dollars a week.

By Commissioner DONOVAN:

Q. How many hours per week did you work? A. Fifty-nine.

Q. For eighteen dollars at the time you left when the reduction took place? A. Yes, sir.

By Mr. LANGBEIN:

Q. Was it the journeymen, to the number of about twenty-one, as you have stated, after a conference among themselves, that concluded that six apprentice boys would be enough to satisfy the company while you were employed during the year? A. Seven boys.

Q. The conclusion was come to after a conference among the men, wasn't it? A. Yes, sir.

Q. Was that result communicated to the company? A. Yes, sir.

Q. What reply, if any, did they make to that request? A. They did not agree with us; they thought the business in the factory was going to increase to such an extent that they would require that number of boys; they also impressed on our minds that they did not want us to do any over-time; that they wanted to arrange matters in their factory so that we would all have work all the year round and no over-time, which would please us very much if it could be done; we would like that.

Q. What did you want the firm to do with the seven boys; they were not to be discharged? A. We left that to themselves; they might have sent them to college if they liked; Mr. Cowan spoke of that.

Q. State how the men arrived at the conclusion that seven apprentices would be sufficient? A. We arrived at that conclusion by taking the other shops into consideration and by statistics in the trade in the past; we always found that there were enough men in the trade; in fact, too many.

Q. So that it was the result of a deliberate investigation, based upon figures and facts? A. Yes, sir.

Q. And was not the result of a hasty conclusion? A. Yes, sir.

Q. It was nothing against the boys themselves? A. No, sir; we considered that we were doing the boys a favor by having them put out.

Q. From your knowledge of the business, were seven boys sufficient to do the Whiting Manufacturing Company's business at that time? A. Yes, sir; more than sufficient; I might state that the Whiting Manufacturing Company stated that they were preparing for the future in putting on these boys.

Q. During the time you have been in that shop how many boys have

become of age so as to become full journeymen? A. Since I have been in that shop altogether?

Q. Yes. A. There was one, two — that is all I can think of; I am positive of two.

Q. How long have you been in the Whiting Manufacturing Company's shop? A. About a year and a half.

Q. So that they turn out about one journeyman in a year? A. Yes, sir.

Q. So that, in your judgment, was there any necessity of having the number of apprentices about sixteen at that time? A. No, sir.

By Mr. CLARK:

Q. Did you or your fellow workmen induce any of the apprentices to leave at the time you struck? A. We only stated the facts to the boys and to their parents and let them do as they pleased; and the boys and the parents came to the conclusion that the best friends that the boys had in learning the trade were the journeymen, and they left.

Q. How many of those boys left? A. Four.

Q. They were nearly ready to finish their apprenticeship, were they not; how long had they been there? A. There were some had been there three or four years.

Q. They were the oldest ones in the shop, were they not? A. Yes, sir; they were the first ones that would be out of their time in rotation.

By Commissioner DONOVAN:

Q. I would like to ask if in your deliberations anything was said about an apprenticeship law of the State of New York, governing corporate bodies in regard to apprenticeships? A. Not in my presence; the only thing we knew that there was such a law, and I believe that the Whiting Company came to the conclusion that they could manage their business better by not binding boys; they did not like to do that; as they expressed it, they considered that it was degrading to compel anybody to do anything.

Q. Was there anything said in reference to the law of the State; you say the Whiting Company said so and so; I want to know whether it came up in the discussion of your committee with the company? A. Only so far as that statement was made that they should take boys of only a certain age and compel them to serve five years; that was all the discussion we had in regard to that, and they refused to do that.

The Board then took a recess till 2 o'clock P. M., at which time the

Board met at the same place, and the examination of this witness was continued as follows:

By Mr. CLARK:

Q. Please look at the papers I hand you and see if that is the round robin that you referred to in your testimony this morning? [A paper was here shown to the witness.] A. That is right.

Q. Well, is that the accompanying paper? A. The wording of that is perfectly correct.

Q. This contains the demand accompanying the round robin, as you call it? A. Yes, sir.

[The two papers were then offered in evidence. They were received in evidence and marked "Exhibits 2 and 3."]

Q. You stated also, this morning, if I understood you correctly, that a paper was handed to the Whiting Company before you went out on strike, making certain demands in writing? A. Yes, sir.

Q. And that was signed on behalf of the organization, but not by anybody? A. Yes, sir.

Q. Will you look at this paper and see if that is the one to which you referred? [A paper was here shown to witness.] A. I think that is correct.

[This paper was offered in evidence. It was received in evidence and marked "Exhibit 4."]

Q. You were present when those resolutions were adopted? A. Yes, sir.

Q. Will you state to this Board of Arbitration how it was that the matter was taken out of your hands? A. It could not be taken out of our hands unless we gave it.

Q. This paper says "if an agreement is not not accepted to-night then the matter is taken out of our hands entirely;" will you state to the Board what that meant? A. It meant if it wasn't settled that night we would give it out of our hands.

Q. Given to whom? A. Given to the organization.

Q. What organization? A. Our whole body.

Q. Did it have a name? A. Yes, sir; the Knights of Labor.

Q. What particular body or branch of the Knights of Labor? A. The Chasers' Association.

Q. What did the Chasers' Association embrace? A. The chasers.

Q. What is the name of your organization? A. The Unknown Artists.

Q. What was the name at that time? A. That was always the name.

Q. Was not the name at that time "No. 61, the Brass Workers and

Silver Workers' Association?" A. No, sir; I never heard of that name.

Q. How many did that organization number? A. The present number of our members is about 160, I think; it comprises nearly all the chasers in New York city.

Q. That is a branch of the 6,000 or 7,000 that you spoke of of the brass and silver workers? A. Yes, sir; and then we are all a part of the general organization of the Knights of Labor.

Q. Then it meant that if it was not settled that night you would put the matter in the hands of the chasers' organization? A. Yes, sir; the object of that was in the first place, the firm refused absolutely to have any dealings with the organization, recognize any outside party, to recognize our representative.

Q. Was that before or after you handed them this paper? A. That was before.

Q. You had made your demands then before they had been formulated in this paper? A. Yes, sir; we made them through our representative; they refused to have any dealings with a person outside of their own factory; we agreed to that; that is where we agreed to meet Mr. Osborn, and I believe Mr. Osborn had agreed to meet us at that time, but he put us off and did not meet us for about a week; we simply told him that that little letter meant fight; if he would not meet us that night we would place the matter in the hands of the organization and he could not meet us at all.

Q. You did place it in the hands of the organization? A. When he compelled us to.

Q. As a matter of fact, you did place it in the hands of the organization? A. Yes, sir; we did.

Q. This was a week and a half before the strike took place; the strike took place about the middle of March? A. Yes, sir, some time about the middle of March; I have heard it was the tenth, but I am not certain.

By Mr. DUNN:

Q. Your organization can and does make the laws of its own trade, does it not? A. Yes, sir.

By Mr. CLARK:

Q. Was there any different offer after that; did you make other offers to the firm after that as to what you wanted to settle the matter; this was a demand in writing; since that time you have made other offers, have you not, in the way of settling the matter? A. Not as I know of; do you mean as regards the apprentices or the over-time?

Q. The over-time? A. So far as I know, there was no other request made of the firm except the round robin and the accompanying letter.

Q. About hiring more than one apprentice per year; wasn't there some concessions made as to that; wasn't that changed? A. If it was, I don't know.

WILLIAM CARPENTER, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. LANGBEIN:

Q. Your name is William Carpenter, is it? A. Yes, sir.

Q. What is your trade? A. Polisher.

Q. Did you apply to the Whiting Manufacturing Company for work? A. Yes, sir.

Q. When was that? A. A week ago last Monday; I believe it was the twenty-third of May.

Q. What answer did you get; what did they say to you? A. I asked a boy there and the boy sent me to the foreman of the polishing room — I guess he was; he acted like a foreman and looked like one; I asked him if he wanted a polisher and he said he did; I asked him what work he did and he said spoons and such work as that; I asked him what wages he paid, and he said seventeen dollars a week; I told him he could not hire me for that, and that settled that thing; we got talking about other things and he said, "I suppose you are aware there is a lock-out here;" and there was a friend with me, a polisher, and he said, "You could not hire me for ten dollars a day if there is a lock-out," and my friend was going away and I called him back and said, "We will have a talk about this;" I asked him what way he finished his spoon work up and he said he finished it with bobs; I told him to finish it with bells would be the best way, the way I used to finish it in Holmes, Booth & Hayden's, where I worked in Waterbury, Connecticut; he said there was a man by the name of Martin Burns tried to introduce bells here and they would not take to it; he said, "I suppose you are aware no Knights of Labor can work here?" I put my hand in my pocket and took out my card and said, "I am a Knight of Labor, so there is no use of me applying here;" he said, "No; no Knight of Labor can work here;" that is all the talk I had with him.

By Mr. CLARK:

Q. What is that card? A. It is my due card in the Knights of Labor of Waterbury, Connecticut.

Q. Let me see that card? A. I don't know as I ought to give you that.

Q. Have you any personal objection to me reading that card? A. No; I have not; that is where I worked at silver polishing in Holmes, Booth & Hayden's.

Q. You don't know the man with whom you had the conversation?

A. He represented himself as foreman of the polishers; I don't know his name.

Q. You don't know his name? A. No, sir.

Chairman, PURCELL.—Mr. Dunn is not prepared to proceed in the absence of Mr. Langbein, and if you choose to start your side of the case now, with the understanding that Mr. Langbein, when he returns, can resume, you can do so.

Mr. CLARK.—I think it would only lengthen the examination. If they call other witnesses that we will want to answer, it would be necessary to call them back.

WILLIAM RITTEMEYER, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. DUNN:

Q. You heard the statement made here this morning by the gentlemen who was on the stand? A. I will start with the start of the strike of the chasers.

Q. You heard the statement that was made here by Mr. Fearn's this morning? A. What statement was that?

Q. Were you not here all morning? A. I was not.

Q. State what you know about the case. A. I will start with the time the chasers went on strike in the month of March, about the middle of March; I am one of the plate workers, silver workers.

Q. Where do you work? A. Whiting's.

Q. What department? A. In the silver plate department; I was assistant to Mr. Jenkins; it was in the middle of March the chasers went on strike; the different workmen in the employ of Whiting did not know of the fact that there was any trouble existing in the factory; we were not aware that there was any trouble in the factory, until about two hours after the chasers had left that factory; about two days afterwards, or the same evening, I mean, we had a shop meeting, and the chasers came to see us, and stated their trouble; about two days afterwards they called on us to see if we could not settle this trouble; we had great trouble getting anybody to go to see the company, because it was understood that those who had the manhood to go and see the firms would be blacklisted; and there was five of us went to see them, with the understanding that if we went on this commission we would not be hurt in any way; there was Mr. Pinckney, Cullen, Fox, Smith and myself; we notified one of the

foremen in the factory (I believe it was Mr. Sheridan in the spoon room), to see if we could not arrange it so that we could have an interview with Mr. Cowan; the first time we met, I believe it was on Monday; I ain't quite sure about this, but I believe it was on Monday, we went to see Mr. Cowan and Mr. Osborn, and went to see them in the factory, and were received very nice; they treated us very nice, and said they were glad to see men in their employ had manhood enough to come to see them, if there was a grievance in their factory; we tried to present the chasers' case as well as we could; we presented the resolutions that were adopted by the chasers; we had quite a lengthy talk, but were unable to agree on anything; we left the firm determined to stand their ground, and the chasers determined to stand theirs; they said they had no objection to any men belonging to any organization if they wanted to; this made us more happy, because we did not see any harm in belonging to an organization; we left there, and reported this to the chasers; the men were well pleased with the result of the work; after the chasers had been out about five weeks there was a meeting in the shop of the different foremen and the employees; at that meeting — at least the foreman of the plate room came around and asked each man if he belonged to any labor organization, if he belonged to the Knights of Labor; he had a list of all the employees, and every man that said he was a Knight of Labor he put an x behind his name to indicate that he was a Knight of Labor.

Q. The foreman asked this? A. Yes, sir; he asked two questions; I will give you the questions as they were asked of me: he said to me, "William, do you belong to the Knights of Labor?" I said yes; I did not care about lying about a thing I did really belong to, and I never lie; he said, "For instance, there is trouble," he said; "You will see the chasers go out this morning, and there is trouble in the factory;" he said, "If you were ordered out," although I did not belong to an organization that would order me out, but he said, "If you were ordered out would you go out?" I said if we decided to go out I would go out; then he put an x beside my name; those were the questions asked me by Mr. Jenkins; excuse me, I make one mistake; it was on the day the chasers went out these questions were put to the men; five weeks after the chasers went out the men were called up individually to the desk by the foreman; I happened to be at the desk when Mr. Cowan came, and he told me that I should notify the men that the bosses had formed an association, and if this trouble with the chasers was not settled and they did not come back to work we would be locked out; he stated that I should present the case to the men and tell

them if the chasers would not go to work we would be locked out that week, and the following week, if there was no settlement arrived at, that ninety per cent of the firms—I believe those were the words—would close down their shops; the same morning about 10 or 11 o'clock, the notice was put up on the door that on account of the apprentice question, it had so disabled their business they had determined to close their factory against anybody contributing to the support of the chasers; we were certainly struck with the notice, because we were assured by our employers that it did not make any difference if we belonged to an organization or not, and in the second place, we had not contributed to the support of the chasers; at dinner hour we had a meeting of the men and talked the matter over; the idea of the men was—they said “It is not necessary for us to go out on that notice, because we are not contributing to the support of any one;” so they requested me to go and see the foreman about that notice, and I went to Mr. Jenkins and I put these questions to him: “What is the meaning of that notice? Does that mean that anybody contributing to the support of the chasers cannot work in the factory, or does it mean that you don’t want any Knights of Labor in the factory” he said “You puzzle me up so I cannot answer you; I will see Mr. Osborn about it.”

Q. Who is Mr. Osborn? A. He is superintendent of the factory.

Q. Is he a member of the firm? A. I don’t know; Mr. Jenkins went to see Mr. Osborn, and he explained it in this way: The chasers belong to the brass board; the brass board is connected with the district, and the chasers are connected through the brass board with the district; and he said “You belong to the district,” and he supposed they were getting their support through the brass board, from the district; I tried to explain it the best way I could.

Q. How did you explain it? A. I told him that the executive board of the brass workers were supporting the strikers and we had nothing to do with contributing to the support of the chasers; he said “Are you a free mason?” I told him I was not; he said he was one, and he said we were contributing to the support of one another; and I told him that we were trying to do the best that we could to settle the trouble, and that it was wrong that they should now lock us out on the street; I said that the notice was that they wanted no Knights of Labor in the shop, and he said, “Well, you see pretty clear through it;” and after that Mr. Jenkins went around and saw every man and said that they would have to decide between the Knights of Labor and work in the factory; this is what the foreman of the plate workers said; we decided the same evening,

as men, that as we had taken an oath in an association and belonged to an association, that we would stay with the association; the next evening we took our tools and left the factory.

Q. You left, not because there was a notice posted up, but because you were told by your foreman that they did not want any Knights of Labor in the factory? A. I was told they did not want any Knights of Labor in the factory; we did not contribute to the support of the chasers.

Q. Do you know of any law governing your trade that was made by any other organization but your own that you have to obey? A. I do not.

Q. You have made all the laws of your own trade? A. Yes, sir.

By Mr. CLARK:

Q. You contribute something monthly or quarterly to the Knights of Labor, do you not? A. Yes, sir.

Q. What is done with that fund? A. That fund is in our possession.

Q. What particular branch of the association do you belong to? A. I belong to the silver workers; we comprise all the other branches except the chasers.

Q. What is the name of your association? A. It is the Atlas Association.

Q. What is the number? A. I decline to give the number; you can have the number if you want to; it is 6623.

Q. Is there an association known as No. 49? A. That is the district we are connected with.

Q. That is the District Association? A. Yes, sir.

Q. You are connected with that association? A. We are.

Q. And the silver chasers are also connected with that? A. They are.

Q. And some portion of the funds that you contribute go to that association? A. To the district?

Q. Yes, sir. A. Well, I would say they do.

Q. You have not been to work for the Whiting Company since the time you referred to—since the twenty-third of April? A. Since that notice was posted, no, sir.

Q. Did you have any other notice to leave? A. The other notice I had was through my foreman; from Mr. Osborn.

Q. You were told what it was for? A. I was; I was told that he was glad I had enough manhood to look into it.

Q. You read this notice? A. I did, sir, if it is the same notice that

was on the door. [The paper referred to was here shown to the witness.]

The WITNESS.—It is correct.

Q. Did you not consider that you came within the terms of that notice? A. I did not consider that I came within the terms of that notice until after the explanation was given to me.

Q. The explanation that that meant the Knights of Labor? A. Yes, sir; that was told to me in plain words.

Q. You said that you were not contributing to the support of the strike? A. Yes, sir.

Q. Did you then think that you came within the terms of that notice? A. I remarked a moment ago I did not think I came within the terms of that notice until it was explained to me.

Q. You did not come back to work and were not discharged? A. We left Friday night.

Q. Was the matter discussed at the headquarters of your association before you left? A. The matter was thoroughly discussed.

Q. And you decided to leave? A. Yes, sir.

By Mr. DUNN:

Q. You understood that you had the choice of leaving the Knights of Labor or leaving this factory? A. Yes, sir.

Q. Have you any knowledge of any support being given to this strike by District 49? A. I distinctly told Mr. Osborn that the strike was not supported by any organization that we were connected with; it was supported by the brass workers.

Q. Did District 49 contribute to the support of the chasers either before or since the strike? A. No, sir; not that I know of.

By Mr. CLARK:

Q. Do you know that or not? A. Yes, sir.

Q. How do you know it? A. Because we are connected with that district.

Q. You testified that the strikers were being supported, morally and financially, by the trade? A. By the brass workers, yes, sir.

Q. They are associated with the trade? A. Yes, sir.

Q. But they have a separate organization? A. Yes, sir.

Q. Your understanding of it is that their support was contributed to by the six or seven thousand men in the brass workers trade? A. Yes, sir.

Q. And by no one else? A. And no one else.

CHARLES J. DODD, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. DUNN:

Q. What is your business? A. Silversmith.

Q. Where do you work? A. Dominick & Haff, the last place I worked.

Q. You were on the committee that waited on the Whiting Manufacturing Company? A. Yes, sir.

Q. What branch of the work did you do? A. The branch that I belong to is known as the plate workers.

Q. You might make a statement to the Board as to what the committee did in attempting to settle the matter? A. Well I would state, gentlemen, that Mr. Pinckney, an employe of the Whiting Manufacturing Company, and I volunteered to call on the Whiting Manufacturing Company and see whether there was any basis on which the difficulty existing between them and their chasers could be settled; we went and saw the company; if I am not mistaken, we met Mr. Bulkley and Mr. Cowan; we met Mr. Bulkley alone; as we commenced speaking to him a committee of chasers came and we retired to another room and waited until they went away; we had a short conversation with Mr. Bulkley and he told me that he had a conversation with the chasers and that the difficulty was settled, and that he expected their men would be back to work the following Monday; I told him I was very glad; I asked him the question if he considered the difficulty definitely settled; his answer was that he considered it virtually settled; that was all that conversation on that day amounted to; on another occasion Mr. Pinckney, Mr. Dunn and I called on the firm; we met Mr. Cowan and Mr. Osborn; this was after the failure of the settlement; Saturday we called the first time, and this was the following Tuesday; Mr. Bulkley stated that he was very sorry that they could not keep their word in regard to the settlement; that the pressure brought to bear on them by the "combine" (I think that was the work he used) was so great that they could not go back on the other members of it; there was some talk at the time; the suggestion was made by Mr. Dunn that we would make an agreement for a year and guarantee that there would be no trouble in the future for a year; he said he could accept no terms of settlement.

Q. Do you remember what remark he made at that time that we tried to make the settlement, in reference to men being free men?

A. No; I can't recall.

Q. Don't you remember Mr. Osborn and Mr. Cowan stating that all that they wanted was that they should not be under the order of another organization? A. Yes, sir; I think that there was something to that effect; I can't recall the exact words.

Q. We guaranteed them that they would not be under orders from any other organization if they entered into an agreement with the chasers, didn't we? A. We guaranteed there would be no trouble for a year.

By Mr. CLARK:

Q. You went on these occasions as a member of a committee? A. Yes, sir.

Q. At whose suggestion? A. The suggestion of the organization to which I belong.

Q. Is that the Atlas Association? A. Yes, sir.

Q. You and Mr. Pinckney belong to that organization? A. Yes, sir.

Q. To what organization did Mr. Dunn belong? A. Mr. Dunn is a member of the arbitration committee of the district.

Q. He is a member of the arbitration committee of District Assembly 49? Yes, sir.

Q. He went with you on the second occasion? A. Yes, sir.

Q. Who authorized you to say to Mr. Osborn that you would guarantee that there would be no trouble for a year if the agreement was entered into? A. We had no definite authority, but we would bring it before our meeting, and we would guarantee that it would be adopted.

Q. To what organization? A. The Atlas Association.

Q. You guaranteed that any agreement they made, an agreement with the Atlas Association, there would be no trouble with the chasers for a year? A. No, sir; with the Atlas Association; if they made a settlement with the chasers we could guarantee that there would be no trouble for a year.

Q. With any of the organizations? A. With any of the organizations.

Q. This Mr. Dunn was not a silver worker or a chaser? A. No, sir.

Q. Was there any conversation or any statement made by you at this time of any action that was taken by the silver chasers? A. Yes, sir; I think there was.

Q. What did you say? A. I could not say what I did say about the chasers.

Q. Did you state that they were acting very foolishly? A. No, sir; I did not say that they were acting foolishly; nothing to that effect.

Q. What did you say? A. I said that I was very sorry that there was any trouble between the chasers and them; that I thought the matter could have been amicably settled if it was properly handled.

Q. This matter of the trouble of the chasers was discussed in your organization after it occurred? A. After it occurred; yes, sir.

Q. Are you in any way connected with the executive board of District Assembly 49? A. No, sir.

Q. You are simply an officer of the Atlas Association? A. I cannot say that I am an officer of that association; I am a member of it.

Q. And it was discussed in that association? A. Yes, sir.

Q. What was done by the organization? A. After the strike there wasn't any action taken.

Q. Was there before the strike? A. Before the strike I wasn't there and I can't say whether it was discussed or not.

Q. They appointed a committee to wait on the Whiting Company? A. Yes, sir; I was not at the meeting when I was appointed on that committee; I was notified of it afterwards.

Q. This was after the lock-out? A. Yes, sir.

Q. You have been in the employ of Dominick & Haff a long time? A. I have been in their employ four or five years.

Q. Were you discharged? A. I can't say whether I was discharged or not.

Q. You saw a notice posted up? A. Yes, sir.

Q. And on account of that notice you stopped working? A. No, sir; I did not stop working on account of the notice; there was a part of it I did not understand; it said, anybody contributing to the support of the chasers could consider himself discharged; I did not contribute to the support of the chasers, and I did not exactly understand that.

Q. When did you quit work? A. I quit work that afternoon, after the notice was posted.

Q. You were not discharged? A. Not as I understand it.

Q. Your association, the Atlas Association, and the Brass Workers' Association are all members of the one organization, the Knights of Labor? A. All Knights of Labor, as I understand it, as far as I know.

Q. In the establishment of Dominick & Haff, if they had no chasers to do their work, how long could they continue? A. That would depend on the kind of work they were doing; if they were doing work that did not require chasing they could go on indefinitely.

Q. Do they do any work that does not require chasing? A. They do considerable work that does not require chasing; it would fluctuate some.

Q. Don't you know that a large portion of their work requires chasing? A. I know a large portion of any work is chased.

Q. And if they could not get chasers that work could not be put on the market? A. That work could not be done.

By Mr. LANGBEIN:

Q. Did you have any conversation with a member of the firm after that? A. On the Saturday following I went to the shop to draw what money was due me; I saw Mr. Dominick; he said, "Mr. Dodd and Mr. Mahoney, I want to speak to you as representative silver workers; when you are ready to return here as free men, we will be glad to receive you," I said, "Mr. Dominick, you are aware that this is not the time or place to discuss this question;" that was all that was said between Mr. Dominick and me; I have another statement to make in justice to myself, if you will allow me to make it; on the afternoon when we left the shop, Mr. Hebard, who is superintendent of Dominick & Haff's shop, called me aside and told me that it was not understood that anybody who did not contribute to the support of the chasers was required to leave; I said I was not contributing to the support of the chasers, either directly or indirectly; he said then I was not obliged to go; I told him I did not understand it so; he said, "Will you sign a paper stating that you have not and will not contribute to the support of the chasers?" I told him I was not prepared to sign a paper.

Q. Did you have a conversation with him at any time when he spoke about using harsher measures? A. He said if the men went out Mr. Dominick was prepared to spend \$100,000 to defeat the men, and he was going to help him.

Q. Did you have any other conversation with him? A. No; I never had any other conversation with Mr. Hebard.

Q. Or did you with either of the firm? A. No; I never had any other conversation with either of the firm.

Q. Were you not on a committee in the fall, when you were asking for an advance in wages? A. Yes; I was one of a committee then.

Q. Do you know what kind of goods the Whiting Manufacturing Company makes? A. I have no personal knowledge of the kind of goods the Whiting Manufacturing Company makes.

Q. Was there any reference made by Dominick & Haff to the kind of goods the Whiting Manufacturing Company made, at the time the committee waited on him in reference to wages? A. Yes, sir; I believe there was.

Q. What did he say in relation to the kind of goods that they made?

A. He said he did not manufacture the same kind of goods as the Whiting Manufacturing Company.

Q. Did he give those goods any designation? A. He compared them to tin ware.

By Mr. CLARK:

Q. What committee is this that you speak of that you were on last fall? A. It was a committee appointed by Dominick & Haff's employees, appointed to wait on them in reference to wages.

Q. Simply a committee of the employees? A. Simply a committee of their employees.

Q. You arranged that? A. Yes, sir; we arranged that satisfactorily without the assistance of outside parties; I believe there was an outside party brought in, and Mr. Dominick objected to him, and we arranged it without him.

Q. Who was the outside party who was brought in? A. I think it was Mr. Ford, of the executive board, but I am not sure.

By Mr. LANGBEIN:

Q. I want to show you a letter signed by Dominick & Haff; state to the Board, if you please, if you can recognize the handwriting and the signature. A. I am not acquainted with Mr. Dominick's handwriting, neither with Mr. Haff's; so I could not identify it.

[The letter referred to was acknowledged by Mr. Clark to be the letter written by Dominick & Haff. Mr. Langbein offered the letter in evidence. It was received in evidence and marked Exhibit 5.]

HENRY A. PINCKNEY, a witness called on behalf of the employees, being duly sworn, testified as follows:

By Mr. LANGBEIN:

Q. Where do you reside? A. No. 21½ Bleecker street, Jersey City Heights.

Q. What is your trade or occupation? A. Spoon maker.

Q. How long have you been employed as such? A. Between eight and nine years.

Q. Where were you last employed? A. Whiting Manufacturing Company.

Q. How long have you been in their employ? A. Between eight and nine years.

Q. About when did you cease being in their employ? A. The fifteenth of April.

Q. This present April? A. Last April.

Q. State fully, if you please, to the Board, the circumstances under

which you ceased being in their employ? A. A notice that had been put on the door to the effect that the works would be closed against all who contributed to the support of the chasers after a certain date, mentioning it, the fifteenth of April; and the day the notice was posted I was not in the factory; a gentleman, acting for the shop, asked the meaning of the notice given to them, and he was told that—

[Mr. Clark objected to the witness stating this conversation.]

This was said to me by the committee; I left the shop on the information that the committee who acted for the shop received for the shop; the information he received was virtually that the shop was closed against Knights of Labor.

Q. Did you see that notice posted in the shop yourself? A. I saw it on the door.

Q. How was it signed? A. I did not read it.

Q. In consequence of that notice, Mr. Pinckney, what did you do? A. Left the factory.

Q. Who else left the factory with you? A. Almost all the men who were employed by the company.

Q. About how many? A. As near as I can estimate, from sixty-five to seventy.

Q. When was this, as near as you can give it? A. On the fifteenth of April.

Q. This year? A. Yes.

Q. Did you call on any of the members of that firm, either yourself or with a committee, in regard to the trouble? A. I did, both before and after the lock-out.

Q. State what took place after you saw this notice? A. The first conference I remember having with any member of the firm after the notice had been posted up was when Mr. Cowan, a member of the firm, sent word to the house that he would like to see me the following day; I called at the factory; I asked him if he wished to see me; he stated that he sent for me to let me know the condition of affairs in the factory and let me know how he was placed; he said, as I already knew, the manufacturers had formed an association, and that some of the members of that association had taken a decided stand against the Knights of Labor, and that he himself did not wish to go so far; that there had been already a resolution brought in before the association, and when it was brought in they succeeded in having it laid on the table, and that he was afraid every day that the resolution would be brought up and passed over his head, and then he would be brought into the fight.

Q. Did he mention the names of any of the members of the organi-

zation? A. He mentioned the names of Tiffany and Dominick & Haff.

Q. Any others? A. That is all.

Q. State what further occurred in that conversation? A. The remainder of the conversation was mostly going over the history of the strike of the chasers, and that he was very anxious to have the chasers aeturn to work and the rest of the men with them, and if the chasers returned to work there would be no further trouble.

Q. What else did he say in reference to the strike of the chasers? A. I don't think at that time he said anything further about it.

Q. At that time were the chasers willing to return to work? A. If a settlement was arrived at of the grievances between them and the employers they would return to work.

Q. What was the reason that the chasers did not return to work? A. Because they had received information from the firm that the pressure brought to bear on them by the other members of the combination or association, (I don't know which word was used), was so strong that they were obliged to break the agreement; they were sorry to do so.

Q. Did you see any other notice than the one posted in the factory? A. I did.

Q. State when and where you saw it and what was the substance of it? A. I would not be positive, but I think it was the same day and it was in the factory of Tiffany & Co.; excuse me, not the same day the agreement had been reached with the chasers, but a day or two following, and it was in the factory of Tiffany & Co., and it was to the effect that the company would only employ free men, and such as were willing to work piece-work might apply at the office.

Q. Did you have any conversation with anyone in that firm, or any of its superintendents or managers, in regard to that notice? A. I had no conversation myself, but the gentleman who was with me had.

Q. Who was that gentleman? A. Mr. George Dunn.

Q. Is he present now? A. He is present.

Q. Did you have any other conversation or interview with the Whiting Manufacturing Company in regard to this trouble? A. I had, as I said before, interviews both before and after the lock-out; you have only asked me about one interview after the lock-out.

Q. What meeting was there before the lock-out? A. The first meeting before the lock-out was two days before the chasers left the factory, as near as I can remember.

Q. What occurred at that time? As has been stated, by the previous witness, the foreman of the spoon room requested our

employers to see us; we stated that our object in coming was to try and amicably settle the difficulty between themselves and the chasers; they said they were very pleased to meet us and then asked for a statement; the statement that I read was a statement of the grievances which I received from the chasers, which is not the same as the statement that is in evidence.

Q. State in detail, or if not, in substance, what the grievance was of the men, of the journeymen? A. I don't know as I can get it exactly in detail; the first was that the number of apprentices be reduced to seven; second, that all apprentices taken on be sixteen years of age or under, and that they serve five years; and third, that the company only take on one apprentice a year or take on an apprentice as one would either leave the factory or run out his time.

Q. Were those grievances the result of consultations or deliberations among the men before they presented them to the company? A. The chasers had deliberately and calmly drawn them up; we had not deliberated on the chasers' grievances exactly, but the chasers had.

Q. What was their reply to those grievances? A. The reply was that the list of grievances that I had presented was slightly different from the first one they received, the only difference being that in the first one it was that only one apprentice be taken on a year, and the second was that one apprentice be taken on as each one should leave or finish his apprenticeship.

Q. What occurred afterwards? A. We told them we had heard the chasers' side of the case, and what we had come for was to hear their side; they then went into an explanation of the condition in which the trade was at the time, and that reason given for having so many apprentices.

Q. Was any reference made at that time to the State law in relation to apprenticeships? A. There was not; the only statement was that a verbal agreement was made with the apprentices or their parents or guardians.

Q. Who made that statement? A. Mr. Cowan.

Q. What was further said by the representatives of the company? A. It would be a very difficult matter to go through the whole thing; I may say they went into, you may say, a history of the case, and I suppose they will do it here again; they gave their reasons for having so many apprentices.

Q. What were those reasons? A. One of them was that there was not a sufficient number of chasers to supply the demand, and that it became necessary for them to have more apprentices to meet the demand for chasers.

Q. How came the journeymen silver workers to ask that the number of apprentices be reduced to seven?

Mr. CLARK.—How can this witness state that? This was a committee of silversmiths who tried to settle the matter between the employers and the employees who were then on strike; there were no chasers on the committee.

By Mr. LANGBEIN:

Q. Was it then stated in that interview that the Whiting Manufacturing Company could get along without chasers? A. At that time they said that—there was some reference made to that, exactly in what words I can't say, but they said that if they could not get chasers they would be compelled to force something else on the market; they said it had always been their object, when they found a demand for a certain kind of work, to try and push that as much as possible, but if they could not get chasers they would have to push other work, mentioning etching work and moulded.

Q. Was there anything further said at that interview? A. It was also mentioned at that interview that the company had made a verbal agreement with their apprentices, and that it would be unjust on their part, after making such an agreement with them, to break it.

Q. Do you know for how long that agreement was made? A. Presumably during the time—

Q. Do you know? A. There was nothing said as to how long the agreement lasted.

By Mr. CLARK:

Q. On one of these occasions on which you visited the Whiting Manufacturing Company you went as a committee? A. I did.

Q. Appointed by whom? A. Appointed by the association of which I am a member; first it will be necessary for you to define which meeting you mean.

Q. Take one of them? A. I was at various meetings, appointed by different parties.

Q. Give us all of them; take the first time? A. The first time I was appointed by the men who were working in the Whiting Manufacturing Company's.

Q. Who went with you on that occasion? A. Mr. Rittmeyer, Mr. Fox, Mr. Cullen and Mr. Schmidt.

Q. The second time who went? A. The second time I went; I was acting for the same.

Q. The third time? A. The third time I was acting for the silversmiths' association in general, the Atlas Association.

Q. Appointed by that association? A. Yes, sir.

Q. Who went with you on that occasion? A. Brother Dodd.

Q. Did you go a fourth time? A. I did.

Q. Who went with you that time? A. Brother Dodd and Brother George.

Q. Who is Brother George? A. I should say Brother Dunn.

Q. Appointed that time by whom? A. The Atlas Association; Mr. Dunn acting in his capacity as a member of the board of arbitration.

Q. That is, as an officer of District 49? A. An officer of District 49.

Q. What made you speak of him as Brother George? A. Merely because that is his first name and I am in the habit of calling him by that name.

Q. He was not introduced on that occasion as Mr. George? A. No; he wasn't introduced at all.

Q. His name was not mentioned? A. His name was mentioned.

Q. Mr. Dunn or Mr. George? A. Mr. George.

Q. Did you visit them again with the same committee? A. Not after that.

Q. Did this same committee go with you when you called on Tiffany & Co.—I believe you stated that you called on Tiffany & Co.? A. I did call on Tiffany & Co.

Q. Who went with you then? A. Mr. Dunn.

Q. Was that committee appointed then by the Atlas Association? A. That committee was appointed by the organization; they were appointed as a committee and had full power in the matter.

Q. And the chasers who went out on strike originally were not members of the Atlas Association? A. They were not.

By Mr. LANGBEIN:

Q. Do you know, Mr. Pinckney, the extent of this lock-out at present? A. Do you mean the number of men affected by it?

Q. Yes, sir. A. The extent of the lock-out, as near as I can tell, is seventy-five chasers and in the neighborhood of two hundred and fifty, or two hundred and seventy-five silver workers.

Q. Does it extend only throughout this city, or does it reach Philadelphia; do you know? A. Not that I know; it is only in this city.

Q. Where are the principal manufacturers who have formed this combination or association that you speak of—in this city or where? A. A majority of them, as I understand, are in this city; at least they are all doing business in this city; one of them has a factory in Providence, Rhode Island.

Q. What is the name of that concern? A. The Gorham Manufacturing Company.

Q. Do you know of any attempt to extend this matter to Philadelphia? A. I have heard a letter read from Philadelphia in regard to that. [A letter was here shown to the witness.]

Q. Is this the letter you refer to? A. That is the letter to which I had reference.

COMMITTEE

ADOLPH BRUMM, a witness called on behalf of the employes, being duly sworn, testified as follows :

By Mr. LANGBEIN :

Q. Where do you reside? A. One hundred and six East Eighth street, New York.

Q. What is your trade or occupation? A. Chaser.

Q. How long have you been in this business about? A. About seven years.

Q. Are you employed at present? A. No. sir.

Q. Where were you last employed? A. Whiting Manufacturing Company.

Q. When was that, sir; up to what time? A. Up to the tenth of March.

Q. Did you leave that firm or company or were you discharged? A. I left that company.

Q. Did you endeavor to find work elsewhere? A. I did.

Q. State to the Board what efforts you made and what the result was. A. I made an effort and I partially succeeded in getting work in a small place on the east side.

Q. Of this city? A. Of this city; and it seems that I was turned out of there.

Q. What place was it? A. Samuel Rowan, No. 14 Rivington street, New York city.

Q. Were you discharged from that place? A. I was.

Q. Who discharged you? A. Mr. Rowan.

Q. State what was said at the time. A. Theodore B. Starr told Mr. Rowan —

Q. Did you hear him? A. He told me so.

Q. Who did? A. Mr. Rowan; Theodore B. Starr told Mr. Rowan that in consequence of having given help financially to the chasers, that is, he meant by employing me, he would have to stop his orders; and in consequence of that he had to discharge me.

Q. Who is this Theodore Starr? A. He keeps a silverware store on Sixth avenue.

Q. What number? A. I could not tell you; it is between Twenty-sixth and Twenty-seventh streets.

Q. Did Mr. Starr state at that time, in the presence of Mr. Rowan, that you were discharged because you were nursing the chasers? [Mr. Clark objected to this question.]

By Chairman PURCELL:

Q. Did you hear this conversation? A. No, sir; Mr. Rowan told me that that was why he had to let me go.

Q. Was Mr. Starr present at the time? A. I could not say whether it was Mr. Starr or his next best man, but he told me he was up to the store and they told him.

Q. You are not sure whether Mr. Starr was present or not? A. I could not say.

Q. What do you mean by his next best man? A. His manager.

Q. Did you ever see this manager before? A. No, sir.

Q. Where did this conversation take place? A. At the store on Sixth avenue.

By Mr. LANGBEIN:

Q. You were not at the store? A. No, sir.

Q. All you know about it is what Mr. Rowan told you. A. Yes, sir.

Q. State to the Board what Mr. Rowan said to you in regard to assisting the chasers. A. Mr. Rowan had promised me a few weeks steady work; he had quite a number of orders; I began there Monday morning, I could not say what date it was, and on Tuesday morning he went up to Mr. Starr's store to give him some of the orders that he had finished, and when he came back he told me that Theodore B. Starr had stopped his orders, because he was sheltering some of the Whiting chasers.

Q. About when was this? A. It might be six weeks ago.

Q. Was it before the strike of the chasers, or after and during the lock-out? A. It was the time of the lock-out; the beginning of the lock-out.

Q. Did you endeavor to obtain work since? A. I tried one place.

Q. What place was it? A. Fuchs Brothers, cane manufacturers.

Q. What was said at that place? A. They said they had taken a man on in the morning; they had advertised for a chaser.

Q. What is the reason you did not obtain other work during that time? A. I couldn't.

Q. Why not? A. They all refused me work.

Q. Who refused you work? A. Rest Fenner Smith.

Q. What is his business? A. Cane head manufacturer, 22 Pell street, in this city.

Q. State any other place? A. Fuchs Brothers, that I spoke of.

Q. What was said at this place where they manufactured silver-headed canes? A. Said they had no work for me.

Q. Did they give any reason why they had no work for you? A. No, sir.

By Mr. CLARK:

Q. You did not apply to any other place? A. That is all.

FRANCIS A. GUNNER, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. LANGBEIN:

Q. Where is your residence? A. Three hundred and sixty-six Sixty-ninth street, New York.

Q. What is your occupation? A. Chaser.

Q. Are you at work now? A. No, sir.

Q. How long have you been out of work? A. Twelve weeks to-day.

Q. Where did you work last? A. Whiting Manufacturing Company's.

Q. Where have you worked previous to working at the Whiting Manufacturing Company's? A. Dominick & Haff's and Tiffany's.

Q. Were you discharged from the Whiting Manufacturing Company's? A. No, sir; I left.

Q. When was that about? A. On March tenth, twelve week ago on Thursday, at half-past 8 o'clock.

Q. What was the cause of your leaving? A. They were having too many apprentice boys.

Q. How many did they have at this time? A. At that time they had about thirteen all together.

Q. Was that an injury to yourself and your fellow-workmen? A. I considered it so.

Q. In what respect was it an injury? A. It lowered the wages.

Q. What was the number of apprentices the Whiting Manufacturing Company had previous to having these thirteen? A. I could not say, because I have only been in their employ about eleven months.

Q. How about Tiffany's? A. They had about one boy to every two men.

Q. How many men did they have? A. At the time I was in their employ there was twenty-three.

Q. How was it about this other firm, Dominick & Haff? A. I did not like the style of work they did there; I only worked there eight days; I could not stand the foreman.

Q. Do you understand the system of hiring apprentice boys? A.

The way I learned I had papers drawn up; I was bound, and when I learned there were papers drawn up certifying that I learned the trade.

Q. How is it in Tiffany & Co.'s? A. Since the time I left there they have not bound any boys at all.

Q. When was that? A. That was a year ago last September.

Q. Did you see a notice posted in any of these factories? A. No, sir; but I seen it in Mr. Cowan's hands, vice-president, I believe, of the Whiting Manufacturing Company.

Q. Where was that? A. That was in their second loft, I believe.

Q. Did you have any conversation with him at that time? A. Yes, sir.

Q. State the conversation? A. The conversation did not amount to anything; he was telling us how good wages they were paying to us, and how wrong we were doing, and we ought to be satisfied.

Q. What did he say in reference to that notice? A. He said, "If you men don't come to a settlement by 3 o'clock, this notice (pulling a notice out of his pocket), will be posted in every shop within so many miles;" I don't know how many miles he said, but within so many miles of New York city.

Q. What was the substance of the notice? A. It said anybody who contributed to the support of the chasers could consider themselves discharged that night at a certain hour; some of them close at different times.

Q. Was there anything said about a combination of the manufacturers. A. He said they formed an organization; I was talking to Mr. Bulkley; he was talking to a committee of us three, Mr. Rook and Mr. Dunn and myself; and Mr. Cowan said, "There is no doubt if our firm was alone, you would beat us; now there is a combination, and you can't."

Q. Did he say anything about who formed this organization or association? A. No; he did not say who formed it, but he said they were all in it.

Q. Was there anything said by yourself or by your companions in answer to that? A. I commenced speaking to him about it; I said, "You, yourselves, belong to an organization that can dictate to you;" I said that myself; I said, "You," meaning Mr. Bulkley and Mr. Cowan, "belong to a union that can dictate to you."

Q. What did he say to that? A. Well, Mr. Cowan laughed and he said, "Well we are in it."

Q. Is there any other statement you desire to make in relation to this trouble? A. The way Mr. Cowan said the striking chasers could come back and go to work and all they would be asked would be this

question by the foreman, do you belong to any organization that can order you out at a minute's notice ; we tried to explain to him, and he said no, he knew all about it; another one of the committee tried to explain to him, and Mr. Cowan said he knew all about it just as well as the committee.

Q. Were you ready to go back to work when you heard about this?

A. I went up home and packed up my tools when I heard about it.

Q. When you heard about what? A. About this settlement.

By Mr. CLARK:

Q. What wages were you getting when you discharged yourself on the tenth of March? A. Seventeen.

Q. Have you ever received higher wages? A. No, sir; I have only been in the trade about seven years.

Q. How old were you when you commenced? A. I was about sixteen; my full beard makes me look older, but I am not twenty-three years old yet.

Q. You never received more than seventeen? A. No, sir; but I intend to have more or get out.

Q. Did you ever ask for any more? A. Yes, sir; I asked Mr. Gurk, the foreman, and he said he would speak about it.

Q. What was the result of his speaking? A. The result was I got the same wages, seventeen.

Q. You did not leave on account of the wages being low? A. No, sir; I left because they had too many apprentices.

Q. How long since you were an apprentice yourself? A. About two years ago.

Q. And you think there are too many apprentices? A. Yes, sir; and I only wish the men did that when I was an apprentice.

Q. You think there are too many chasers? A. Yes, sir; and if I get a chance at anything I will take it up.

Q. How many shops in New York city employ chasers? A. About fifteen or twenty.

Q. Are there not more than that? A. I don't know; there are chasers in the brass trade and the silver trade.

Q. Have you made any attempt to get work since you left the Whiting Manufacturing Company? A. No, sir; because I was told that the shops were closed against members of the Knights of Labor; I belong to the order, No. 6,087.

By Mr. LANGBEIN:

Q. Is there any objection to having more chasers? A. I don't know why there should be; the more chasers you get, the less wages you get.

By Mr. CLARK:

Q. Does not every shop employ two or three chasers to an apprentice? A. Yes, sir.

By Mr. LANGBEIN:

Q. What is the general average of the pay of chasers? A. The general average, I guess, is about fifteen dollars.

By Mr. CLARK:

Q. How do you get that general average? A. We went and got every man's wages in the silver trade, and we took those wages and took the average, silver workers and everything, and got the average wages of the men.

Q. Does that include the apprentices? A. You don't consider them men, do you?

Q. You don't reckon them in that average? A. No, sir.

Q. How do you get that average, fifteen dollars? A. Seven months ago the lowest in Whiting's was ten, and the highest (I don't include the foreman) was twenty-three, I think.

Q. What was it at Tiffany's? A. The lowest in Tiffany's when I was there was about ten.

Q. And the highest? A. I can't tell you.

Q. What was the best in Dominick & Haff's? A. The highest in Dominick & Haff's was not over twenty dollars, I think, and there generally every year was a cut-down there.

Q. You were there eight days? A. I was there twenty-eight days.

Q. You did not organize a strike when you left there? A. No, sir; I never do that; I simply look out for myself.

[Mr. Langbein then rested the case of the employees.]

HENRY B. DOMINICK, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. CLARK:

Q. What is your firm? A. Dominick & Haff.

Q. And business? A. Manufacturing silversmiths is the title.

Q. At Union square? A. Yes, sir; 860 Broadway.

Q. How long have you been in that business? A. Fifteen years, as a member of the firm.

Q. Before these troubles commenced, at or about that time, how many men had you in your employ? A. Before these troubles began?

Q. Yes. A. One hundred, perhaps, or a little less; about one hundred, I should say.

Q. How many of them were chasers? A. Including the apprentices, we had — I presume we had twenty-five or thirty men and apprentices, count them up all together.

Q. And how about the character of your work being such as to require a larger number of chasers than some others? A. When the trouble began, chasing was very popular and it has become more so ever since, so that the number of chasers employed by us has constantly increased, and the number of chasers in our factory is very large for the number of men we employ; I presume, without absolute knowledge of the fact, from what I know about other manufacturers, that we have more chasers, in proportion to the total number of men, than any other manufacturer.

Q. About when did the first trouble with your men, if you had any commence? A. The first intimation of any demands from our men, in anything but the regular way of each man coming to the firm and talking for himself, was a little over a year ago, when the chasers made a demand for a Saturday half-holiday with full pay.

Q. How was that made? A. That was made by the chasers, as an association, as we understood it.

Q. An association in your shop, or of all the chasers? A. An association.

Q. You settled that? We paid no attention to it whatever.

Q. Go on. A. It has always been our custom to be on friendly terms with each and every one of our men; each and every man in our employ understood that there was a plain path between their work-room and our office, and they were always cheerfully listened to; and we have made it a rule never to listen to any form of organization, either within or outside of our shop, and this request coming in the form of an organization, we paid no attention to it whatever.

Q. Well, go on. A. The next after that was a chapter of grievances which was submitted to the firm; I think it was in October; it was the very first of October or it was very likely in September; I cannot remember positively what date it was; we left in the fall at any rate; that chapter of grievances was signed by a round robbin, or rather, was accompanied by a round robbin, which is virtually the same thing.

Q. Similar to the one introduced here? A. Very like it; we thought it best at that time—it made so many statements of grievances and they were altogether so entirely ridiculous and unreasonable that we thought the best men of our shop could have had nothing to do with it, and so we told some of our men—we called in one man, a Mr. Mahoney, and asked what it all meant; he told us that the men were

dissatisfied, and he asked for permission to interview us; we told him under no circumstances could they have any interview with us, except as our employes, and he asked permission to select from the different departments of the shop fourteen men; we gave him that permission and told him we would meet and confer with them, but we impressed upon Mr. Mahoney, in the most emphatical terms, that all our negotiations with them were only with them as our employes, but if we were directly or indirectly communicating with any labor organization we should refuse to meet them; Mr. Mahoney informed us that we would only meet with our employes; Mr. Mahoney asked if they could have a gentlemen present to act as secretary; we told him under no condition could we meet with anybody except our own men; we met with our men, and our talk with them was very satisfactory, because we found that many of the best men in our shop were absolutely unacquainted with some of the charges in that round robin, and they said expressly to me, "Mr. Dominick, some of those charges are wrong and they must be withdrawn, and the men who formulated them make an apology for it;" we told them, as far as the grievances were concerned, we would not entertain any one of them or discuss them; of course a conversation of that kind is a very long one and contains a great many things that are entirely irrelevant; we told the men that we believed there were men in our shop who should receive an increase of wages; afterwards we received a communication from the Atlas Association, saying that the interview held with the firm was not satisfactory, signed "Atlas Association;" that letter we never noticed in any way, shape or manner; I then went away from the city, and during my absence my partner was waited on by a committee from the Knights of Labor, which, of course, he could not recognize and would not confer with; my partner then called some of the men in and said if they were still unsatisfied the matter would have to lay entirely over until I came back, because one member of the firm could not settle any matter of dispute; after I got back, five men of my own choosing were called into the office and we asked them what this all meant; we had warned them that we would receive no committee from any organization and we would confer with them only as our employes; these five men said that the men were dissatisfied with their wages and that there was general dissatisfaction; that these five men represented our employes, and that they had delegated the matter to the executive committee; we told them if that executive committee represented anybody except our employes we would not recognize them, and they knew it; the next day — I may not be right about it being the next day; it might be a day or two — Mr. Coleman,

one of our employes, came into the office and presented a paper to us on behalf of our employes; he said, "For the first time in the history of the Knights of Labor, after a grievance or grievances have been submitted to an executive committee, we have been allowed to take it out of their hands and come to you ourselves;" this paper was in the form of a list of our workingmen; one column represented the wages they were then receiving; the second column represented the wages that they asked for; the third column was left blank for Messrs. Dominick & Haff to fill up with the wages they were willing to pay; after a few days, during which Mr. Haff and myself consulted in reference to this paper, we called Mr. Coleman in and told him the paper was ready for him; he was very much impressed with our desire to satisfy our men with the wages that they were receiving; after that we made but one alteration from the prices that we said that we would pay after that; it was the only one that was asked for; the price that we filled up was entirely satisfactory to the men; the men came to us and said, "We are entirely satisfied; we feel that you intend to treat us fairly; we appreciate it, and we believe that this shop will be the best in the country;" that was the remark of Mr. Coleman, who was their representative; we had no further negotiations with the men in our shop, but the condition of affairs in our shop was daily becoming absolutely intolerable by a power that we did not know and could not entirely reach, but we became aware, as you become aware of everything, that the Knights of Labor were at the bottom of the whole business; we found that the cost of our goods was being set more accurately than we could set it ourselves; we found that the men were being told, day after day, that they must not do that work so fast; we found that the cost of our goods was increasing daily without any power on our part to control it; we found that a young man who, when he was receiving fifteen dollars a week, took twenty-two hours to do a piece of work, afterwards when he was receiving eighteen dollars a week he took twenty-seven hours to do the same piece of work; that is only a sample of what took place in the factory; the indication was very plain that we were to be put under the rule of a labor organization; we became aware of that indication through what occurred in the Whiting Manufacturing Company's factory; we became aware that they intended to come into our shops and direct us how we would run the shops; we did not care whether the Whiting Manufacturing Company had fifteen apprentices or two, but we became aware that just as soon as any rule was established on that point in one shop, it would have to be adopted in all shops; we discovered that our men were all in sympathy with this movement in the

Whiting Manufacturing Company's shop; we became aware that we could not regulate the cost of our goods, and yet we have had some experience; the chasers in the Whiting Manufacturing Company's shop had been out some time; their business was utterly disorganized; it was impossible to put their goods on the market; nearly every piece of work in the silverware shops needs the work of the chaser to be put on the market; we saw that the same thing would come to us, and we decided, in order to support the Whiting Manufacturing Company, that we would attack the organization that would attempt to control our business, by depriving of work all men who would contribute to the support of that strike; and in accordance with that decision this notice was posted in our shop. [The witness then read the notice referred to. This notice was then offered in evidence; it was received in evidence and marked Exhibit 6.] I should like to make a statement that I had at first forgotten. Those five men that we called in after we had been waited on by a committee of the Knights of Labor, we told them that we had been very much annoyed by the men in the chasing department not doing the amount of work that they should do; their representative whom I had called in was Mr. Clyde, and he admitted that such a condition of things had existed in that department, and deplored it, saying it was an outrage; I want to cover another point to show how the organization was injuring our business; our safes for two years have been loaded with goods waiting to be chased; the first of last November the effort to produce sufficient goods for the holiday season was almost abortive; there were goods there ready to be chased in order to put them on the market; I called in four chasers; they were Mr. Lingren, Mr. Hauser, Mr. Clyde and Mr. Ingdelkoffer; I asked each of these men if they would not be glad to do that work over-time, either in the factory or at home, which has been the practice for years, at time and a quarter; three of them said they would really be glad to do it at time and a quarter in order to make the extra money; Mr. Clyde, who is not very strong, said that he did not feel that he could do it, as his health was not good enough; I said I did not ask any man to do extra work if his health would not permit it; then they turned to me and said, "I don't believe we can;" I said, "Why not?" they said, "Our organization will not permit it;" they said, "If we do it at home for time and a quarter we don't think the silversmith would put the work together;" I said, "We can settle that very soon, I think;" I called in Mr. Mahoney and asked him if the chasers did this work for time and a quarter would the silversmiths put it together; he did not make any answer as to whether he would or not, and it was left to the

chasers, and they said they would ask permission from their organization to do the work for time and a quarter; I said I did not want to know anything of the action of any labor organization, or have any communication with them; eight years before this one of those four chasers that I called into my office came into my office and said, "Mr. Dominick, you are sending work out to be chased;" I said "Yes; it is impossible for you to do all the work, and therefore we have to send it out;" he said, "Mr. Dominick, if you will allow us to take it home and do it home we will do it at precisely the same cost that it is done in the factory;" and for nearly one year those men had all the over-work they wanted, and did it for the same price; and it was the absolute request of the same men who afterwards refused to do it on time and a quarter, on the order of an association of which they were members; I would like to explain furthermore; the question comes up as a matter of health; it has been quoted; it must be understood that a chaser, any ordinary man, can work over-time without endangering his health one particle; it is the lightest kind of work; a girl can do it; a boy can do it; you cannot conceive of a more delicate trade, that excites so little effort as the trade of chasers; a letter has been read which shows exactly where Dominick & Haff stand; in consequence of the utter demoralization in our shop, forced by the interference of labor organizations, we have decided, under no circumstances shall a Knight of Labor ever work in Dominick & Haff's factory.

Q. How do the wages of the chasers compare with the other branches of the trade? A. The wages of the chasers have been at the top.

Q. What is the fact as to their having been increasing or decreasing during the past few years? A. The wages of the chasers have been increasing.

Q. Constantly increasing? A. Yes, sir.

Q. What wages were paid the chasers in your shop at the time of the trouble? A. Perhaps fourteen dollars a week approaches the lowest and twenty-two dollars, would, perhaps, reach the highest, except men who are foremen in their way, who get very much higher wages.

Q. How many apprentices have you been accustomed to have? A. At the time of the trouble, out of thirty-five in the chasing department, there were either six or seven apprentices.

Q. Do you know how that compares with the number employed in other shops? A. Only from heresay have I any knowledge of it; it is a matter that does not concern us.

Q. How about being able to get all the chasers that you need? A.

We have not been able to get near the number of chasers that we wanted ; otherwise we would not have had tens of thousands of dollars' worth of goods in our safe waiting for chasing.

Q. Can you tell the number of firms in the city of New York who do chasing? A. The silversmiths represent a general trade ; the cane headmakers represent a separate trade ; we have nothing to do with them ; fifteen or twenty—there may be thirty or forty cane head-makers ; there may be fifty ; the men who make brass goods, bronze chandeliers and all the work that is so popular now, they all need chasers ; it is infinite ; it is almost incomprehensible ; I have no knowledge of the number of them.

By Mr. LANGBEIN :

Q. You have spoken of the ridiculousness of the demands of the men in the first paper you referred to? A. Yes, sir.

Q. Will you please tell us in what respect their demands were ridiculous, as you term it? A. Unfortunately I am not in the possession of that paper now, and the original paper has been destroyed ; I am unable to find it because it came in a way that was always objectionable to us and, like all such communications, it was consigned to the waste paper basket ; but the paper was read at the time to our men, and one of the requests was that in giving work to an apprentice he should not be compelled to do it in any particular time ; that he should take his own time.

Q. Was there anything else that was ridiculous in the demands? A. Yes, sir ; they protested against the importation of foreign labor ; we had among our chasers at that time one man who came from England.

Q. Is not that a general request among the laboring classes to prohibit the importation of labor? A. He was not imported by us, but it was aimed at that one man.

Q. Is not that a general request? A. I am not prepared to state that it is not.

Q. What other request was there that you considered ridiculous? A. I considered the request of time and a half for extra labor was unreasonable ; you could hardly term it ridiculous ; I said that they knew that no manufacturer could pay time and a half ; they said they did not want over-work, and did not want to do it for less than time and a half, and yet the very men who said this had made a request some years before for work to do at home nights at the regular price.

Q. Haven't you been to England yourself in order to procure labor? A. Never, sir.

Q. Or sent to procure labor? A. Never, sir.

Q. Or anybody connected with your firm? A. No, sir.

Q. Your brother or any member of the firm? A. My brother was in England last year; he had no knowledge of any effort on our part to secure labor from England, not the slightest in the world.

Q. Do you know whether your brother advertised for chasers while he was in England? A. He did not, sir.

Q. You are sure of that, are you? A. Yes, sir.

Q. Was there any other ridiculous claim in the demand of your employes? A. Our foreman had a book in which he was obliged to keep the time of the different men in the shop, so that we could make our cost price on those goods; after these men began to set the price of those goods they were very anxious to see that book; and they demanded that Dominick & Haff should grant them permission, at any time, to inspect that book.

Q. What was there so ridiculous about that request? A. I think that a reasonable man can scarcely conceive of a more unreasonable demand than that any employe of ours should have constant access to our private books; it was a cost-price book.

Q. Are you sure that was the book that was referred to? A. Yes sir; there is no other book kept by that man, and therefore there could be no other book meant.

Q. Take it that it means that book; if your employes thought that the profits of your concern were so much larger than they had been heretofore that you could afford to pay an increase of wages? A. Did our profits concern our men, that book would be entirely useless in accomplishing the object that you suggest.

Q. How so, if that contained the cost price of your goods, and on that cost price you made your price to consumers or buyers, would not that show? A. No, sir; because it only gave the cost price of work in which thirteen trades are engaged.

Q. Couldn't the men derive that information from the book? A. No, sir; because it is with the greatest difficulty that we are able to get at the cost of each branch of the work.

Q. Was there any other grievance that you termed ridiculous in that statement? A. Not having the paper, I cannot enumerate further.

Q. Do you have written or verbal agreements with the apprentices? A. Verbal agreements with the apprentices, and we always try to see one of the parents of the apprentices, if they have any.

Q. And you get the consent of the parents, do you? A. Yes, sir.

Q. Do you always do that? A. We always try to do that, but sometimes a boy has not either a father or mother.

Q. Who do you see in that case? A. We generally try to see an older brother or somebody who can satisfy us that the agreement that we make with the apprentice will be carried out.

Q. Is that agreement that you have for a longer period than one year? A. Yes, sir.

Q. Have you ever been told that that agreement was not binding? A. We have never been told that; we have not gone into that matter.

Q. Is that the general custom of shops engaged in that business? A. I could not say about other shops.

Q. Don't you know anything about the custom in other shops? A. No, sir; I could not say anything about the custom of other shops.

Q. Did you ever learn the trade of a chaser yourself? A. No, sir.

Q. Then your idea of the work of a chaser is not from actual knowledge of the trade but from general knowledge of the business? A. Yes, sir.

Q. How many apprentices did you have a year ago? A. I could not say.

Q. At what time was it that you had six or seven? A. At the time of the trouble with our men there were six or seven apprentices in the chasing department.

Q. Are you sure it was not more than seven? A. It wasn't more than seven and it might be less than six.

Q. You are sure it was not nine? A. I am quite sure.

Q. This notice that you have produced here was posted up in your shop? A. It was.

Q. Was it the result of a combination or association with the other manufacturers? A. There has been no combination.

Q. Was it the result of conversations with the other manufacturers? A. Certainly it was the result of the manufacturers coming together; that was the best way to resist the attacks of labor.

Q. Is there a general organization of that kind among the manufacturers just as there is among the men? A. Not as among the men.

Q. Isn't there a regular organization of manufacturers, with officers, composed of men like yourself? A. Yes, sir; there is an association.

Q. When was that organized? A. In January of this year.

Q. Is there a set of officers and managers? A. It has a president and secretary.

Q. Who is the president? A. Mr. E. C. Moore.

Q. Who is the secretary? A. Mr. Haff.

Q. Can you name the companies or manufacturers that compose this organization? A. I presume I could name the major part of them.

Q. Well, name them? A. Tiffany & Co., Gorham Manufacturing Company, Whiting Manufacturing Company, Peter Sherber, of Philadelphia; George W. Shiebler, New York; Wood & Hughes, of New York; J. B. & S. M. Knowles, Providence, R. I.; the Toll Manufacturing Company, of Newburyport, Massachusetts; W. B. Durgin, of Concord, New Hampshire; Hamilton, a designer, of Philadelphia; I think that embraces them all; and our own firm.

Q. Hasn't there been an endeavor made by the manufacturers here to secure the coöperation of outside companies? A. We have asked other firms to join us in this association.

Q. Can you state, briefly and tersely, the objects of that association? A. To resist the demands of organized labor.

Q. What do you mean by that? A. Organizations that attempt to dictate the management of our business.

Q. That word "dictate" is as you term it; do you mean by that if an organized body of laboring men make requests or demands conducive to their welfare, do you mean that your association is formed to resist that? A. No, sir; if our men come to us for an increase of wages the association has nothing to do with it.

Q. You mean by that if the employes come to their employers individually and ask for an increase of wages that their request will be listened to? A. Yes, sir.

Q. And if a body of your own men make a request they will be listened to, but if a body of chasers in your own and other factories band together for that purpose and come and make a demand or request of that kind, you won't listen to them; where do you make the distinction? A. In the organization; I think we could give no better evidence of the kind and fair treatment that our men have received than by referring it to those men who are now out of employment.

Q. Haven't those men made a request? A. They are always making requests.

Q. You have not always heeded their requests, have you? A. Not always; there was one man came and asked for eighteen dollars a week and admitted in the conversation that he could not earn more than sixteen.

Q. That was an individual case, wasn't it? A. Yes, sir.

Q. Suppose a body of chasers, employed in your shop and in another shop, were to get together, and after a discussion among themselves they appointed a committee of one man, and were to come to your shop and ask for an increase of wages or the redress of some other alleged grievance, would your firm listen to them? A. No, sir.

Q. And the reason of that, I understand, is that other employes were mixed up in the demand or request? A. Yes, sir.

Q. And is that the reason of the manufacturers banding together as you have stated? A. I don't know what the views of the other manufacturers are; that is the opinion of Dominick & Haff.

Q. What is your organization for then? A. For conference and advice, but every man acts for himself.

Q. But, is not every member of that body, if he remains in that association, bound by its rules and mandates? A. No, sir; there are no rules or mandates.

Q. If that is so, why was it that the Whiting Manufacturing Company could not settle with their chasers? A. You must ask that of the Whiting Manufacturing Company.

Q. I ask you? A. I do not know.

Q. Did you take a hand in preventing the Whiting Company from settling with their chasers, as they had arranged to do? A. I had nothing whatever to do with it.

Q. You have heard the statement of the witnesses that the Whiting Manufacturing Company had made an agreement with their men, and afterwards notified the men that they were obliged to break that agreement on account of the pressure brought to bear on them by the other members of the association? A. That cannot be true as far Dominick & Haff are concerned; we have not attempted to dictate in any way.

Q. Was there any meeting of this organization that you speak of during the time of this strike? A. We met together constantly.

Q. For what purpose? A. For conference and mutual advice.

Q. Wasn't there, in that conference or advice, a talk in reference to this strike? A. Certainly.

Q. Wasn't there a resolution passed, or talked and advised, as you put it, that these men who had struck in the Whiting Manufacturing Company's works should not be allowed to come back? A. No, sir.

Q. Wasn't there an agreement or tacit understanding that these men should not be employed by any other manufacturer? A. There was no agreement whatever.

Q. Well, what were these meetings for? A. To find out the condition of work of the different factories.

Q. Was your firm represented in any of the meetings? A. We were frequently represented.

Q. Didn't you make the statement as broadly or in about the same manner that you did here before this Board? A. I very likely did.

Q. Didn't you express yourself? A. I very likely gave very strong opinions on that subject.

Q. Wasn't that matter discussed? A. Yes, sir.

Q. Wasn't there some action on that subject? A. No, sir; not the slightest.

Q. Were there minutes kept by the secretary? A. There was.

Q. Do you mean to say that there were no resolutions formed or passed in regard to this strike, or in regard to the condition of the laboring men? A. I have no knowledge of any such resolution being passed.

Q. Were you at all the meetings? A. I was at most of them.

Q. If there was no resolution passed or no motion offered, was there a tacit understanding that you manufacturers should stand together as against the men? A. No, sir; not no association form at all, but the Whiting Manufacturing Company would naturally gather the policy that Dominick & Haff proposed to follow in reference to their men, as you could gather here, but the Whiting Manufacturing Company could take back every chaser and not offend against any rules of the association or any member of it.

Q. Do you have any rules or laws of order? A. No, sir.

Q. Who is the president of the organization? A. Mr. E. C. Moore.

Q. And Mr. Haff is the secretary? A. He is.

Q. Have you a treasurer? A. No, sir.

Q. Do you know how the hall that you meet in is paid for? A. It is paid by every man chipping in.

Q. Have you any regular time of meeting? A. No, sir.

Q. Who calls the meetings? A. The secretary calls the meetings.

Q. You do not give him that power, do you? A. If any manufacturer has any matter to bring before the meeting, he asks the secretary to call them together; if I was to go to these other men and ask them to meet me at my office, there would be almost as much of a meeting as we have any other way; any man who has anything that he thinks of interest or importance to the the other manufacturers, he can ask the secretary to call the others together so that he can communicate it to the trade.

Q. Is not the substance of it that there is a tacit understanding that the manufacturers are organized to resist the demands of organized labor? A. Not as an organization.

Q. Well as a body then? A. No, sir; not as a body; the association is conversational almost in every way; there is an old saying that two heads are better than one.

Q. Yes; but there is another old saying that too many cooks spoil

the broth; is not this practically an organization to resist the demands or requests of organized labor? A. I should say it is.

Q. If a number of chasers in one of these factories, as a body, were to make a request or demand, that would be listened to? A. Not by Dominick & Haff.

Q. What is your impression of the manufacturers, from conversations that you have held at these meetings? A. To my knowledge it is absolutely different in different manufactories; the Whiting Manufacturing Company have received committees, and Dominick & Haff would not receive a committee.

Q. Is not that the reason that this organization was formed? A. No, sir.

Q. Is not that one of the things that was discussed, the reception of committees of organized labor? A. We have certainly stated to the other manufacturers, both in our meetings and out of them, that Dominick & Haff will, under no circumstances, receive a committee from any labor organization.

Q. Was there any other company or firm that expressed, in substance, the same sentiments? A. Yes, sir.

Q. Who was that? A.. That was the Gorham Manufacturing Company.

Q. That is a company of Providence, Rhode Island? A. Yes, sir.

Q. They expressed, in substance, the same sentiments? A. Yes, sir.

Q. Were there any others that expressed the same sentiments? A. I cannot remember any other now that expressed those sentiments exactly.

Q. Does the secretary keep regular minutes, do you say? A. He does keep minutes.

Q. Of what takes place? A. Yes, sir.

Q. Where does the secretary live? A. He lives at Englewood, New Jersey.

Q. Where is his place of business? A. Eight hundred and sixty Broadway; he is my partner.

Q. Is he present? A. Yes, sir.

Q. Do you know whether he has those minutes with him? A. I don't know whether he has or not.

Q. Do you know whether that book is in existence? A. I know that he has no book; the minutes are kept almost informally as our meetings.

Q. Do you mean by that that they are kept on a piece of paper? A. They are kept on several pieces of paper.

Q. Suppose a meeting was called of yourself and the other manufacturers, wouldn't the secretary first read the minutes of the last meeting? A. Yes, sir.

Q. You go through a regular form of business? A. The secretary ordinarily would have to report that there was no business transacted.

Q. Then you have a regular organization? A. We have a method of transacting business; we decided to do that as a matter of convenience.

Q. You don't meet for any social purpose? A. No, sir; nothing social about it at all; it is all for business.

Q. You are pretty decided and emphatic about this matter, as far as you are concerned, are you not? A. Yes, sir; I am.

Q. And your partner is? A. He is the same.

Q. And it is your idea to get other manufacturers to coincide in your views? A. We wish that every manufacturer in this country would do his little all to break down an organization known as the Knights of Labor, because we believe that it would be the very best thing that could happen to the workingman.

Q. You now speak generally of the organization at large known as Knights of Labor? A. I am now speaking generally.

Q. Do you, of your own personal knowledge, know anything about that organization? A. I have had absolute experience with them.

Q. Now give me one illustration of what you call the burden or grievance of the Knights of Labor towards the workingman? A. It has been stated to us—

Q. Now of your own knowledge? A. Yes; by one man who worked for us that it was impossible for him to do a fair day's work in our shop; that if he did that he was found fault with by the Knights of Labor.

Q. Can you give us the name of that man? A. I refuse.

Q. Is he at present in your employ? A. He is not.

Q. Is there any other case that you can give us now except that one? A. Yes, sir; time after time men came to us and told us that the Knights of Labor interfered with them to such an extent that they were not able to do justice to us.

Q. Are you willing to give any of those names? A. I am not; we know what persecution is.

Q. If a man applied to you for work now would you take him without any question except in reference to his qualifications? A. Yes, sir; we would ask him if he was a Knight of Labor, and if he was we would not employ him.

Q. Is not that the general tendency of the members of this association? A. I believe that is the general tendency of the silversmith's trade, but so far as the organization is concerned, it has nothing to do with it.

Q. The silversmith's trade includes concerns in New York, Philadelphia, Rhode Island and Massachusetts? A. Yes, sir.

Q. Can you give us the name of the man you illustrated by, telling us he did a certain amount of work in a certain number of hours and afterwards did it in a greater number of hours? A. He did it at sixteen dollars a week in twenty-two hours and he afterwards took twenty-eight hours at eighteen dollars a week.

Q. Will you give us the name of that man? A. I will not.

Q. Is he still in your employ? A. No, sir; he is not.

Q. Do you know where he is? A. No, sir.

Q. Why are you not willing to give that man's name? A. Simply because of the persecution that he might be subjected to.

Q. Has your firm ever refused to employ men because they were Knights of Labor? A. No, sir; not until we put up that notice, but let me say here that if we knew a man in our employ to be a Knight of Labor we would discharge him.

Q. Are you aware that there are men in your employ now who are Knights of Labor? A. If there are they perjure themselves every hour that they remain there; every man in our employ who remained there told us that he was not a Knight of Labor; we told them individually that we wanted them to be our servants and not the servants of any organization.

Q. Has that question been put to your officers and bookkeepers? A. It would be if there was any likelihood of their being members of that organization; my partner says to me that he has asked the clerks in our office the same question.

Q. Suppose your bookkeeper was otherwise a competent man in his profession as a bookkeeper, and he either belonged to the Knights of Labor heretofore or joined it recently, would you discharge him? A. Yes, sir.

Q. Suppose a man was to come to seek employment in your place as a chaser, would you ask him if he had been in any other manufactory before that time? A. Certainly.

Q. Suppose he had been in Tiffany's would you employ him? A. We would ask Tiffany & Co. for reference for that man.

Q. Suppose he was a Knight of Labor, would you employ him? A. If he was a Knight of Labor we would not employ him.

CHARLES E. BULKLEY, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. CLARK:

Q. You are connected with the Whiting Manufacturing Company?
A. I am, sir.

Q. In what capacity? A. President.

Q. That is the company on which a strike occurred early in the spring? A. Yes, sir.

Q. The principal cause of that strike was the complaint of the chasers as to the number of apprentices you had? A. The complaint set forth in that written communication.

Q. That you received at the time of its date or thereabouts? A. Yes, sir.

Q. How many apprentices had you taken on since the first of January? A. Well, I could not say positively; I think three; I would not not be sure though; in fact I might add, when this demand was made, we did not know how many we had there; we had to look at our books to find out.

Q. Do you not usually make a written agreement as the terms upon which apprentices shall be employed? A. It has been a practice with us to make written agreements, but it has fallen with us partially into disuse; some of them now are verbal and some written.

Q. Those that are verbal on the same terms as those that are written? A. Precisely; and it is made with the apprentice and his parent or guardian, as the case may be.

[A paper was here shown to the witness.]

Q. Is that the form of agreement that you have with all of your apprentices? A. Yes, sir.

Q. And that you had with your apprentices at the time that this strike occurred? A. Yes, sir.

[This blank agreement was then offered in evidence. It was received in evidence and marked Exhibit 7.]

[Another paper was here shown to the witness.]

Q. Look at that paper and see if you identify it as one that was received by the company? A. Yes, sir.

Q. Was that received at or about the time of its date? A. Yes, sir.

The following letter was then read and offered in evidence by Mr. Clark:

NOS. 5 AND 7 EAST FOURTH STREET,
NEW YORK, *February 28, 1887.* }

MR. OSBORN:

DEAR SIR.—At a meeting of your employes it was unanimously decided, in regard to the grievances presented by me to you in relation to the apprenticeship system now prevailing in your shop, that they have implicit confidence in me as their representative, and have empowered me to make any agreement with the Whiting Manufacturing Company that I may deem advisable, and which will be binding on them. I desire to call your attention to this matter from the fact that they have resolved not to send a committee to confer with you unless you recognize me as their representative and allow me to participate in the conference.

You will oblige me by sending an answer by bearer whether you will accept this proposition or not.

Respectfully yours.

THOMAS J. FORD.

[This letter was received in evidence and marked Exhibit 8.]

Q. Who is Mr. Osborn to whom this letter is addressed? A. He is the superintendent and chief designer in our works, and I might add, a director in our company.

Q. Do you know who Mr. Ford was; was he one of your employes? A. He was not; he was walking delegate of what I understood was the Brass and Silver Workers' Association, No. 61.

Q. What answer did you make? A. The first answer that we made to his first application, or that Mr. Osborn made, was that he would not talk with him until he had conferred with his associates; and after a conference with his associates, he informed Mr. Ford that he could have no negotiations with him in regard to our affairs. [A card was here shown to the witness.]

Q. Was that card handed to you? A. It was.

Q. Is the gentleman who handed it to you present? A. He is; it was handed to me by Mr. George, as he called himself, or Mr. Dunn, as he calls himself now.

Q. Who was with him at the time he presented that? A. I believe Mr. Ford and, I believe, Mr. Pinckney; I would not be certain about that; there was one of our men, I know, one who had been in our employ.

Q. What was the object of that interview? A. It was one of the interviews that we had with our men and with some of those delegates.

Mr. Clark then offered in evidence a card upon which the following was printed :

BOARD OF ARBITRATION OF DISTRICT ASSEMBLY 49,
KNIGHTS OF LABOR.

Rep. A. B. GEORGE, 134 Canal Street, City.

[This card was received in evidence and marked Exhibit 9.]

Q. Mr. Cowan, who is here, I believe, is more familiar with the details of the labor of your shop? A. Perhaps so; yes sir.

Q. Prior to the round robbin, as it has been called, that was presented last fall, the latter part of September, to your firm or your company, had you trouble with your men in respect to wages? A. No, sir; no more than ordinary troubles; you could hardly call them troubles, in relation to an increase of wages or in relation to work, as the case might be.

Q. And all of those troubles you settled amicably with your men without outside interference? A. Yes, sir.

Q. You heard the statements made this morning of an attempt to make a settlement, and an understanding that a settlement was made ; will you make a statement about that? A. Originally we posted the first notice which has been put in evidence.

Q. And that was posted just before April fifteenth or on April fifteenth? A. It was posted some days before; I cannot say exactly when.

Q. Now, proceed with your statement? A. That statement declares that a strike being in existence in our works, in the chasing department, based upon a demand that we should break our contracts (I don't know just the wording of it) with a number of our apprentices, and that we should not hire but one a year, etc., therefore, on and after the date named there would be no work in our shop for any person who is a member of any organization which contributed to the support of those men who were out on strike until they returned to work; under that notice we had repeated interviews, first through the intervention of the men in the other departments, in the spoon department and in the plate department; Mr. Pinckney and others formed a committee, and asked us to explain our side of the matter, and afterwards brought a few of the chasers with them, and, I think, endeavored to have a settlement effected with the chasers; and they asked for concessions, and we told them no concession could be made; they first demanded that we break our faith with some of our men, which we could not do; the second was already substantially complied with; the third, that we should only hire one apprentice a year, was

ridiculous, and we could, under no circumstances, listen to it; we asked them if they did not believe that the company had always been just towards their men; they answered in every case that we had; we asked them if we had not treated them well, and they answered that we had; we asked them if there were any grievances, except these, and they conceded that there was none; and when we were through with that statement it would come around to a statement that the company must make a concession; that the boys and men would not come back unless we made a concession; that, we told them, was out of the question; finally another notice was posted which was different from this, which did not limit the lock-out to the return of the strikers; that was posted a week or ten days later; under that we had repeated conferences, and a committee of chasers came and said that they would go back without concession on our part; we had told them, a few days previously, that we were very much afraid it would be too late; that the concerns were so much outraged by these repeated demands that we thought every concern—we should among the rest, that we should not have a member of a labor organization in our works; just previous to the arrival of the committee Mr. Dodd, formerly in the employ of Dominick & Haff, and Mr. Pinckney, formerly in our employ, called upon us, and we were hardly in conversation when this committee of chasers was announced; Mr. Dodd, however, had time to say that the chasers' reasons for going out were frivolous; that it was foolishness on their part, and they were coming to make it up, and if they did not, they would have to right away; then the committee retired and the committee of chasers came in; we had a conference, and I told them at the time that I did not know whether it could be done or not; Mr. Cowan was away; they wanted to know what our proposition had been, whether we would ask those who had been our employes whether they were Knights of Labor; we told them that our position was not such; that if they had come back promptly they could have come back without any questions being asked; his answer was, "I suppose you would not take on a man from Tiffany's or Dominick & Haff's who was locked out, but I have friends in the brass trade who are chasers and who formerly worked as silver chasers; suppose that these men applied to you for work, if they were Knights of Labor, would you take them?" no, sir; he replied that he did not think that would suit their men very well; I told him it did not make any difference whether it did or not; that if they came back they would have to come back without any concession of any of those three demands; I did not make any definite statement as to whether they could come back or

not, but I thought they could; this conference ended about 4 o'clock Saturday afternoon; Mr. Cowan was away and I had nobody to confer with; for fear there would be some misunderstanding with them or some complaint about it, I sent a messenger to them to ask to postpone all action in the matter; that messenger went to them and delivered that communication; Mr. Cowan returned, and we became convinced that the situation heretofore had been intolerable, and we knew, from the spirit of some of the men who would come back, that it would continue to be intolerable; I made the remark, and I wanted one other thing understood in this conference of Saturday, that the first man who might come back to us who addresses a derisive word to or raises a quarrel of any kind with their fellow-workmen will be discharged on the spot, whether he is a new-comer or one of our former employes; in answer to my statement that they would be discharged, they said that we could not expect them to be friendly towards these men who had stood by us, good, true men, and we could not expect them to treat them as friends; in view of that fact, and after viewing the whole situation, we decided that we would not have anybody in our shop but free men; they asked us if we proposed to try to get foreign labor; we told them that we did not, but we believed that the account of this matter would be copied in the foreign papers, and foreign labor would come over here; I told them, furthermore, if anybody would write a letter, and that letter would be published, stating that two hundred chasers could find employment in the city of New York, and stating the wages that would be paid, that I had no doubt we would have more men than we could employ here in sixty days, but I told them we had not done that and should not; that we thought too much of our men to do that; we told them that they had no need of labor organizations; you can take charge of yourselves; these men are intelligent men who are able to take care of themselves; it takes a pretty good intellect to achieve it; I don't think that more than two apprentices out of five complete their apprenticeship; they generally fall out through some inability to learn the business or for some other cause; I asked the men if they had any grievances other than this; if they had not been well treated, if they had not been courteously treated in all cases, and they acknowledged that they had; and the whole conference simmered down to this one demand; and I want to say here that it has not been the custom of our company to have a large number of apprentices; we do not think it is wise to have them; the number that crept into this department, crept in inadvertently; even Mr. Osborn did not know just the number that were in there; chasing has become in great demand in the last few

years, aside from the repousse chasing, chasing of handles and other chasings; in our business we had less chasing than others, and we were anxious to get fifty per cent more chasers if we could get them, and if we had employed them, where would this surplus of chasers be? many of these men had been in our employ for years, and I call upon these men to say if they had ever known of any injustice; whether in any department of the shop there was any more than an ordinary number of apprentices; if there was more than an ordinary number of apprentices in our whole establishment; in this department there is a demand for them; even ladies on Fifth avenue had a taste for chasing; we have rolled many a piece to send to ladies on Fifth avenue to chase; as Mr. Dominick says, it is very light work that any lady can do if she is expert enough; a few years ago there was a great demand for engraving and there was an increase in the number of apprentices in that department; there never was any complaint of that increase in the number of apprentices, and now the demand in that department is less; since then there has been a demand in this other department; this very boy for whom that agreement was drawn, which was not signed, was an errand boy in our store, and he had a talent for drawing and he came to Mr. Osborn and showed him a sample of it and he showed it to me, and we were very much surprised; and he became a chaser; he served about four years; he has been in our employ since then; he never was a very good workman; he was paid according to his work; in a department of this kind a number of chasers, twenty-five, thirty-five or fifty are employed, and a piece of work goes to that department; it is not a question of the piece of work going to that department but it is a question of whom the work shall go to; we have the men separated according to their ability to do certain work, and pay them accordingly; we sometimes have to put poor men on good work, to our loss, but we try to have good men do the good work.

Q. How about the course of wages during the last five years? A. They have been advancing; there has been no time when chasers received as high wages as they are receiving to day; some of the men receive twenty-five dollars in our shop; good, full-fledged men receive seventeen to nineteen; the man who served on this committee received fourteen, and that is all he is worth; Mr. Kennedy, who stands at the head of the chasers, next to the foreman, was an apprentice of ours and he is receiving the highest wages; he is among the best chasers in America, or if he is not very soon will be, with the rapid strides he is making, and we appreciate those men; Mr. Fearn is a rising man, and if he is with us he will be advanced as fast as his abilities will warrant; these men cannot be handled in masses without doing great

injustice; our deft, able workmen have been induced, through the efforts of this organization to do less work, and—

[Mr. Langbein objected to this testimony.]

The WITNESS.—At least they have done it.

[Mr. Langbein asked that this testimony be stricken out.]

By Chairman PURCELL:

Q. Do you know that of you own personal knowledge? A. I cannot say that we know it of our personal knowledge; they have done less work and poorer work.

Chairman PURCELL.—We will strike out what he said about being induced by the Knights of Labor.

The WITNESS.—I will say here that they have done poorer work because of being Knights of Labor.

By Chairman PURCELL:

Q. That is your opinion? A. That is my knowledge.

Chairman PURCELL.—That is only an opinion.

Adjourned to June 3, 1887, at 9.30 o'clock A. M.

At which time the Board met at the same place, all the commissioners being present, and the testimony of Mr. Bulkley was continued as follows:

By Mr. CLARK:

Q. In the course of your narration you spoke of a member of one of those committees that visited you saying something in regard to a movement, this being part of a movement; state as fully as you remember what was said in that regard on that occasion? A. One of the persons who called upon us was asked if this was not simply part of a movement to enforce certain ideas and doctrines held by the Knights of Labor, and if all would not follow in due course, and he admitted that undoubtedly it was; I also said that it seemed to be the policy of the organization to attack the shops one at a time and let the rest remain at work and support those that were out on strike, if necessary; at least that seemed to be their policy; I did not get a direct answer to that; I got a very knowing smile; another one of the members of the committee laughed at it, and said that in the difficulties with the silversmiths the Knights of Labor said they were getting a sort of a new experience in handling silversmiths; one difficulty they met was their inability to boycott silversmiths; if they could, we had no doubt it would have been tried before; their reply was that they knew how to handle the silversmiths; having fifty men in a department, all they had to do was to stop that

one department, and they thought they had money enough to support that one department until the silversmiths returned; the chasers seem to have changed lately into an association called the Unknown Artists, but at that time I think the Brass Workers and Silversmiths' Association was the name then; No. 61 was the number; they had their office right opposite ours; one of the gentlemen who said that they knew how to handle the silversmiths was Mr. Dunn; as he called himself then, Mr. George; in regard to the round robin which we received, and which it has been said we made no reply to, we made no reply because, in the first place, it was out of the question to pay the price asked and make any money; and second, because they had put it on the score of injury to their health; we were all the more compelled to ignore this request because several large competitors, especially competitors with country trade and southern trade, and in the east, have no such difficulty to contend with; by the way, let me say here there is probably no manufacturing business where the spot cash material enters so much into the manufactured article as silver-ware; very many of the articles, especially of the plainer varieties, there will be \$7.50 to ten dollars of material to seventy-five cents or a dollar of labor; the consequence is it is a pretty serious matter to run a factory of that kind at a time when there is no demand for the goods, and keep men steadily at work, and pile up the stock, because, as I said before, where we pay out one dollar for labor we pay out five to ten for material; in our endeavor last year to give steady work to our men, which was one of our greatest studies, we resorted to evening work, just as we did at the store; we called on the boys to whoop it up for the busy season; in the other factory where we were, in the east, we never paid any extra for night work, but after we came here, in 1876, we paid twenty-five per cent extra for the night work; in carrying out our policy of giving the men steady work, if possible, we have been obliged, of course, to keep our force as small as we could and supply our needs, otherwise we could not carry them through the dull times; as an offset, we called upon them, although we did not believe in that (I don't believe a man can do as good work the next day), as an offset to that we called upon the men to work nights for, perhaps, two months, to help us out, and they responded nobly until last year; they never failed us, they would work as long as they could stand up; but last year the Knight of Labor element entered in, and the round robin was the result; for this extra work we were paying twenty-five per cent extra and competing with concerns that do not pay anything extra for night work; these very men that were working for them without any extra pay

for night work came to us and demanded extra pay, and this round robin came demanding fifty per cent extra for night work, and, of course, we could not pay that.

By Mr. LANGBEIN:

Q. I understood you to say the agreements that you had with apprentice boys were not all in writing at the present time? A. Yes, sir.

Q. And while there had been written agreements heretofore, that practice had been abandoned and verbal agreements were made with the apprentices? A. I can hardly say that before they were all written agreements; in many cases an agreement would be drawn up, similar to the one that is here, but would not be executed, but it would be all agreed.

Q. Has that been the practice in other factories? A. I know that was the practice in Tiffany & Co.'s; I saw their form of agreement, and it corresponded almost exactly with ours; I suppose there is no such thing as apprenticeships now.

Q. Do you mean to say that there is no law on the statute books in regard to the indenture of apprentices? A. There is a law.

Q. Are you acquainted with that law? A. I think I am; I know what an indenture was under the old law.

Q. Do you know the statute relating to the indenture of apprentices? A. I suppose I do; I suppose it is the old form.

Q. Was that form that was introduced by you drawn up by a lawyer for you? A. No, sir; it was drawn up by me.

Q. You are not aware, then, that there is a law on the statute books providing for the indenture of apprentices, and that there is a penalty for doing it in any other way than as provided by that law? A. I don't like to answer that question, because I do not regard these young men, in the sense of the law, as apprentices; I interrupted the other day to say so; it seemed, perhaps, a foolish interruption, but we regard these men as apprentices, whether in the eye of the law they are or not.

Q. You hold these young men until they are twenty-one years of age, do you not? A. As a rule; yes, sir.

Q. It is a practice of your firm and of other firms to hold these young men until they are twenty-one years of age? A. Until they carry out their apprenticeship; yes, sir.

Q. Who teaches these apprentices? A. The foreman, I first understand, but the men, the well-disposed men, do a great deal towards it.

Q. Has not the increase of apprentices followed as a result of the

disregard of the statute in regard to indenturing them more than anything else? A. I will answer that question in this way, when those men made that demand, they seemed to think that we had some motive in putting in an extra number of apprentices in that department; we claim the right to put a fair number of apprentices in, and we point to our record as evidence of what we intend to do; these three committees, the foremost of them, admitted that they —

Q. My question, the tenor of it was whether a disregard of the statute, or a laxity in regard to carrying out the statute, has not led your firm and other manufacturers to obtain more apprentices than you have in the past in following out the law? A. I cannot answer that question until I know what this law is; I supposed that the ancient law of employing apprentices had been done away with.

Q. Where did you get that idea; that was simply a custom among manufacturers? A. Yes, sir.

Q. It had become a custom to employ your apprentices without having any such agreement signed? A. It was not only a custom but a necessity; there is not a boy in the land who would sign one of those ancient agreements which would give us complete mastery over him.

Q. Be that as it may, the object was not to follow the statute? A. I don't think that is a fair question; we have boys under agreement now.

Q. To keep them until what age? A. Until they are twenty-one years of age; there are boys like Mr. Fearn's here, who testified that he stayed with us until he was twenty-one years of age.

Q. Where did you get that form that is here? A. I wrote it.

Q. Where did you get it? A. From my true inwardness.

Q. From your head? A. From my head, I suppose; I suppose I posted myself most thoroughly before drawing that.

Q. How did you post yourself? A. I presume that I saw other agreements of that kind; I could not say now that I did; I might have modified it in some way; my only object was to draw a fair agreement.

Q. You do not know that there is a statute in force at present which imposes a penalty on a manufacturer for indenturing apprentices in a manner other than the statute requires? A. No, sir; I do not; but I do not consider that we have had any apprentices under indenture for the last fifteen years.

Q. Still your custom is to hold them until they are twenty-one years of age? A. They are simply agreements with the boys, with the consent of their parents or guardians.

Q. Your custom is to hold them until they are twenty-one years of age? A. Yes, sir, generally.

Q. In your interview with the committee proper, what was your statement to the committee in regard to either taking the chasers back who had struck or refusing to take them back? A. We had had repeated interviews with these men.

Q. In your interview with the committee proper what was your statement to the committee in regard to either taking the chasers back who had struck or refusing to take them back? A. I told them that I was very sorry that it had not come a little sooner; I thought it might be now carried out, perhaps, but I was afraid it was too late.

Q. What else did you say? A. I do not remember any more than I have testified to before.

Q. Did you give them any reason why it was too late? A. I told them we might, perhaps, make up our minds not to take back any members of any labor organization.

Q. Why did you make that statement? A. Nothing more than we had been bearing towards that conclusion since the men went out.

Q. Who do you mean by "we?" A. I mean our firm.

Q. Was it the result of conferences with other firms? A. We had conferences with the others; as I said before, our men had been out five weeks.

Q. What other firms had you been consulting with? A. All those mentioned yesterday—I would not say all those—all those in New York and those in Providence.

Q. Did you state that to the committee? A. No; I did not.

Q. When you made the statement to the men you referred to these companies, did you not? A. I referred to ourselves and those companies; what action might be taken by the different firms I did not know, but I knew that speedy action would be taken; I knew they were becoming thoroughly disgusted with the situation.

Q. Had there been consultations with the other firms? A. Yes, sir; many.

Q. Meetings at the rooms? A. Yes, sir; many.

Q. Where were these meetings held? A. At the various houses.

Q. Were these firms generally represented? A. The New York firms and the Gorham Manufacturing Company, I guess, always nearly.

Q. You had an organization? A. We had an organization; a very informal one.

Q. A president elected? A. Yes, sir; a president or chairman, and a secretary.

Q. Was there any resolution, following the discussion you mentioned, adopted? A. Very few, except the election of a president and secretary.

Q. Was there any concerted action taken? A. Not that I know; nothing only the organization that we perfected.

Q. It was the result of that conference that you made the statement to the men that you have now testified to? A. No, sir; it was the result of the conference with other firms that settled our minds, perhaps, as to what our policy would be.

Q. What would that policy be? A. That policy was simply that in a business like ours, as difficult to do as ours is, such troubles as we had experienced in our shop and they had experienced in other shops, and which we knew were in store for us, were simply intolerable, and we would rather do no business than do it under dictation.

Q. By that you mean the round robin that was received by you? A. That and the trouble in other shops; the demand in Dominick & Haff's and in Tiffany's, some time before, the engineers had stepped out and the business was practically closed.

Q. These men in Tiffany's had waived their demands? A. They did so, but they had refused to do so until they were forced to do so, as I was told by Mr. Dodd and Mr. Pinckney and members of the Atlas Association; and five weeks after they left — and I will say here that we had repeated interviews and they were very pleasant interviews, and there was no reason at the end of those interviews —

Q. I was asking you whether the men that had struck, that is the chasers in the Whiting Manufacturing Company, had not agreed to relinquish their strike and to go back to work. A. They had offered to,

Q. Why wasn't that offer accepted by you? A. Simply because we had gradually arrived at the conclusion from their delays, and unaccountable delays, after these repeated interviews when everything seemed to be satisfactory and these remarks were made, we arrived at the conclusion, in concert with our fellow manufacturers, if you please, that if we could not do business as free men with as intelligent men as we were doing business with we would go out of business.

Q. Hadn't they conceded all that you asked? A. They had conceded a great many things, and still there was a spirit of enmity towards the men who had done anything to assist the company, and they intimated that they would come back with that spirit and would not feel any friendliness towards them, and in answer to that I told them that the first word that was uttered of that kind —

Q. You had not given them a chance, had you? A. A partial chance

A. What chance? A. A partial chance; that Monday they might come in.

Q. Had you given them that chance? A. Partially, and for fear they might misunderstand it, I sent a messenger down to them.

Q. Didn't you state to them that such a pressure had been brought on you by the other manufacturers that you could not take them back? A. No, sir; I did not.

Q. Do you remember hearing Mr. Fearn's testify to that, that he had an interview with you in which you stated that such a pressure had been brought to bear on you by the other manufacturers that you could not take the men back; I ask you if that was not so? A. No, sir; Mr. Fearn's was mistaken; his testimony, as a whole, was very good.

Q. What do you say in regard to that portion of his testimony? A. I say he was mistaken, just as Mr. Dodd was, a truthful man.

Q. Was anything to that effect said? A. No, sir.

Q. Do you remember that conversation? A. I presume I expressed regret.

Q. Do you remember that conversation? A. I do, but not fully.

Q. Are you willing to swear that no such conversation took place? A. Not in the sense that he stated it.

Q. In what sense was it? A. I have already said.

Q. What was that? A. I said that I hoped it was not too late to take our men back.

Q. Didn't you give him any reason why you were afraid it was too late? A. I did not; it was because I thought we might conclude not to employ any Knights of Labor.

Q. Had not you indicated that you had had consultation or conferences with the other firms? A. I presume I did, because I had.

Q. Is not that what he said when he was on the stand? A. No, sir; one man used the expression "combine," which I would hate to apply to any association.

Q. Did you not give him to understand that there was a feeling engendered on the part of the other firms and on the part of your firm towards these men who were strikers? A. I said nothing of that kind and did not mean anything of that kind; my partner had been away, Mr. Cowan; we had been in conference with other firms; we were nearly all wearied out by this foolish, senseless strike.

Q. Is that what you meant by saying that it was too late, what you have now expressed? A. I simply meant that on conference with my partners, we had concluded not to take back any Knights of Labor.

Q. Was not that the result of conferences with the other firms? A. I presume it was, because we were in full concert with them; we had frequent conferences.

Q. With whom? A. With the other firms engaged in the trade.

By Mr. CLARK:

Q. I asked whether or not the action of the Whiting Manufacturing Company, in regard to taking their men back, was controlled by this association, whether it was or not? A. It was not.

By Mr. LANGBEIN:

Q. Mr. Bulkley, at the interview with the committee, didn't you make some statement to Mr. Fearn in regard to the Knights of Labor that your firm and the other manufacturers were not willing to take into their employ any men who belonged to a labor organization or the Knights of Labor? A. Yes, sir.

Q. Won't you state that part of the conversation? A. Simply this, I told Mr. Fearn, that our original notice that was put up of a lock-out ended upon the return of the strikers to their work, and I hoped they would return; that we wanted our own men back again.

Q. Why didn't you take them back again? A. Simply because they delayed so long that the situation became intolerable, and we would not have them back as Knights of Labor.

Q. What made that intolerable? A. Simply the interruption of five or seven or twelve weeks of our business without any cause.

Q. During these five or seven or twelve weeks you had conferences with the other manufacturers? A. During the first five weeks we had our business all torn to pieces by this strike, and we stood it alone; we had no conference or sympathy from anybody; finally some of the other firms expressed their sympathy; they simply said it was an attempt to attack all the firms, one at a time, and the firms all got together, but it was simply for the purpose of having an orderly meeting; we organized, compared views, and those views agreed perfectly.

Chairman PURCELL.— It seems that the fact of the conferences, from beginning to end, has been well, pretty well, established, and the influence of the conferences upon the action taken has been pretty well established. I do not think it is worth while to waste any more time on that.

By Mr. LANGBEIN:

Q. You used the expression yesterday on your direct examination that you wanted your employes to be free men. A. I meant that such men as Mr. Dodd, who sits there, who is a true man, every inch of him, and is not afraid of meeting the President of the United States or anybody else; I mean to say that if he worked for us, as he formerly did, I say that he is capable of coming to me or any other

man and making bargains for himself; and there was not a time when Mr. Dodd, if he was not satisfied with the terms I offered him, could not go to any other shop and get instant employment, because he is a man sought after.

Q. What would be the difference whether Mr. Dodd came for himself or in behalf of his co-employees? A. It makes this difference, that I think there are no men employed in the silver business who are not capable of talking for themselves, and making their own bargains and acting as free men.

Q. If Mr. Dodd came to you now, and was a Knight of Labor, would you take him back? A. I would not, although I value Mr. Dodd as highly as any man I know of.

Q. Did you not acknowledge that the men who struck last fall in Tiffany's were justified in striking? A. I did not.

Q. You are sure you did not acknowledge that? A. I am.

Q. Do you remember that there was a strike in Tiffany's shop last fall? A. I do.

Q. Do you remember making any remarks about the strike in Tiffany's shop? A. I do not; I did not meddle with Tiffany's shop, and they could not meddle with ours, nor can any organization.

Q. You do not remember that you made any such remark? A. I know I did not.

Q. Mr. Bulkley, if engraving had a rush a few years ago, and a large number of boys apprenticed themselves to learn that trade at that time, didn't that fact impoverish the trade and reduce the wages of the engravers at the present time? A. Not a bit of it.

Q. Are there not engravers working at chasing in your shop to-day? A. They are, and working like men, and not a man who is an engraver is a Knight of Labor; we have our full force of engravers and they are standing by us like men, and doing everything to assist us in this emergency.

Q. I understood Mr. Dominick to say yesterday that there were more chasers in the market than were necessary? A. I made the statement that there was not a time within a year and a half when we would not be glad to have fifty per cent more chasers than we had; we would be very glad if we had our chasers back and fifty per cent more to-day of good, free men; we would be very glad sometimes if we had double the number.

By Commissioner DONOVAN:

Q. When Mr. Dominick was on the stand yesterday, he having stated that there were thirteen different trades combined in the

manufacture of silverware, I intended asking him what they were; will you please state, for our information, what those thirteen trades are? A. I would divide it into a good many more; I never counted them up, but they are, in one sense, different trades, and in another sense not different trades; I think there are, perhaps, five of what you might call different trades, but in the departments there are nearer twenty-five.

Q. Would you state the different trades and departments, as far as possible? A. It has been mentioned here, for instance, the expression has been used that the shop of Dominick & Haff was a chasing shop; it simply meant that the bulk of the goods in that shop went through the chasing department; in our shop we make a more varied stock; we make more forks and spoons and goods that do not go through the chasing department; we make more plain goods that have chasing on the handles or tops, and which are more expensive than the ordinary; they make some of those goods, but bulk of our business is more varied; now the main departments of the silver business are the plate workers and spoon makers; they are the two grand divisions; then for subdivisions we come to, for instance, polishers, who polish for both departments; we come to what we call bobbbers, who bob for both departments, and, in some shops, stoners, who stone for both departments; then we have melters, a melter and his assistant, who melt for all departments; we have a roller and his assistant, who roll for all departments; we have a refiner and his assistants, who refine all the refuse that sweeps from the floor; the refinings, bobbings, polishings, and all the refuse of the factory; now in addition to a slur that was thrown out yesterday as coming from Dominick & Haff, in conversation with Mr. Dunn, in one of these conversations he said that the purchasers of silverware would have their hair rising, as it were, provided they knew some of the secrets of the silver workers' art; I wish to say right here, I defy Mr. Dunn, I defy the Knights of Labor, I defy any honorable man in this country, to point out the slightest thing that looks toward producing an article in any way of less quality or less value than represented when the article is sold; it is the pride of the silver business (I ain't speaking of our firm now alone), it is the pride of the silver business that in the market the trade mark of any respectable concern carries a guaranty of quality as powerful and as true as the Hall mark of England; there is not a piece of silverware that we sell that is not better than we represent it; now, if there is anything in that slur thrown out by Mr. Dunn I would be very glad to have him show it.

Q. My object was to find out for the benefit of the Board what are

the different branches of the silversmith business? A. Then we have knifemakers, boxmakers, annealers, steam firers, steam press pressmen; I guess that is all I can think of, except firemen — oh, yes, chasers; there are burnishers, die sinkers, patternmakers, modelers, designers, saw piercers, fluters, machinists, toolmakers —

Q. When the chasers struck how many of the departments of those you mention were included in the strike of the chasers? A. Were affected, do you mean?

Q. Affected, yes. A. Well, a large portion of very many of them; the designers, I can scarcely say how much it affected them, but these designers are getting out work to-day for these men to chase, and our modelers the same way; our pay-roll is considerably more than half, and yet we cannot produce a quarter; we hoped every day these sensible men would come back, but they have not.

By Mr. LANGBEIN:

Q. Who are really producers in your business? A. When I say producers I mean those who complete the goods.

Q. Who are they? A. Among others, the chasers, the finishers —

Q. Are not the chasers the principal producers? A. No, sir; they are more in the nature of ornamentors; it has to be melted, rolled and mounted and bobbed and passed up to these men who perform one of the final processes on this work.

Q. When you used the word "coal heavers," what did you mean? A. I simply meant that while such men as coal heavers might need the aid of wiser heads than theirs to get their rights and maintain their rights, I meant that men of this grade had no such need, and they were better off as free men; they are a grade of men who are able to talk and act for themselves.

Q. Why did you include coal heavers particularly? A. I mean colliers, I mean coal heavers, I mean railroad laborers, whatever you call them, I mean men who work in masses and ignorant men; here is one of our men who receives twenty-five dollars; another apprentice who receives fourteen; and the man who receives twenty-five is better worth it than the man who earns fourteen; we would rather pay Mr. Kennedy twenty-five than pay the other man fourteen, because he is a superior workman; and Mr. Fearn we pay nineteen, and probably in a year we will pay him twenty-one dollars; we will pay it if he earns it; he is a very good workman.

Q. It was said one of the reasons given by the Whiting Manufacturing Company for having so many apprentices was, that they were preparing for the future; do you know of any such term being used? A. I do not.

Q. What was the object of having so many apprentices in that department? A. It was because there was a demand for that kind of work, a style of chasing called "Kirk's lost art;" Kirk is a silver-smith of Baltimore; it is a simple kind of chasing, and there was a great demand for that, and we wanted to supply the demand.

Q. Your business did get dull then; did it? A. At this time?

Q. Yes. A. Not much; we never did a business in our lives like the one we did last year; we never did an April business like the business we did last April; this strike is doing us a great deal of damage.

Q. Why did you refuse to dispose of those apprentices when requested? A. We could not do it without a breach of faith, and before we would do that we would close our factory for ever and a day.

Q. By that breach of faith you mean that verbal contract or writing that you had with the apprentices? A. If we had discharged or put them in other departments; yes, I do.

Q. How did you decide that you would not employ Knights of Labor; by concert of action? A. By a conference, and each firm decided that they would take that action.

WILLIAM M. COWAN, a witness called on behalf of the manufacturers, being duly sworn, testified as follows:

By Mr. CLARK:

Q. You are an officer of the Whiting Manufacturing Company? A. I am, sir.

Q. What? A. Vice-president.

Q. Will you state, as to the employment of apprentices by that company, the number that they had previously and the number that were taken on since the 1st of January, 1887? A. Yes, sir; in order to refresh my memory, I looked over the pay-roll books with our book-keeper this morning; we took on one apprentice in the month of January, 1887; we took on two in the month of February; none since; those are the only ones that we have hired since January 1, 1887; in addition to that, I find that we hired a boy in November last who is the son of Mr. Gurk, the foreman of the chasers; at his request, in the month of January we transferred him from the gilding department to the chasers'; those are the only boys we have taken on since the first of January, and I was sorry to hear Mr. Fearn's state to the contrary; I will say, in addition to that, at the time our chasers struck, we had twelve apprentices; in the year 1886, we had ten.

By Mr. LANGBEIN:

Q. Were you present at any of the meetings of the manufacturers which have been testified to by Mr. Dominick and Mr. Bulkley? A. Yes, sir; not all of them.

Q. Were those meetings which you attended substantially held and conducted in the manner in which they have stated? A. Yes, sir; I would add a little, perhaps, to that, and that is that the only business brought before that meeting, as I recollect, was in regard to harmonizing the different shop regulations; as regards hours, that there should be the following limits —

Q. In what respect? A. Well, as regards hours, ten hours' labor in a day.

Q. Were not the meetings called in consequence of that strike? A. I think they were.

Q. And wasn't there an implied concert of action, that the manufacturers would stand together, as against the men, in regard to actions of that kind on their part? A. Let me see if I cannot get at that, if that same question which I suppose you are trying to get at is whether there was a resolution passed by that meeting in regard to not employing Knights of Labor, and taking that stand; is that it?

Q. Yes; that is about it. A. There was no such action.

Q. Was there any conference in reference to that? A. No, sir; this action was taken separately by each one; we were the last to take it.

Q. If you were the last to take it, wasn't it in consequence of the conference with the others? A. No, sir.

Q. It was in consequence of that strike that these meetings were held? A. Yes, sir; it was.

Q. And the object of those meetings was to prevent striking on the part of the men? A. No, sir.

Q. What was the object of those meetings; wasn't it to consult together for mutual protection as against the men? A. It might be, as to dictation; for instance, this strike —

Q. Wasn't that spoken of in the meeting? A. Certainly it was.

Q. And wasn't there a determination on the part of those present to resist demands of men who belonged to organizations, who were Knights of Labor? A. No, sir.

Q. Would you to-day take a man in your shop who belonged to a labor organization or was a Knight of Labor? A. Not to-day we would not; there was a time we would, but not to-day.

Q. Is not that the result of those meetings with the other manufacturers? A. No, sir.

Q. What caused that change in your mind? A. The action of our

men; we held out all the inducements to our men that we could, and they remained out for several weeks.

Q. Where did you get men to do this work? A. It is not being done, except in a small measure.

Q. Did you state to Mr. Gunner, in an interview that he had with you, that none of the men who struck in your shop could get work in any of the other shops; that Mr. Tiffany would not hire any of them, and that the others would do the same? A. I think Mr. Gunner brought that up in a conversation and I told him it was not to be wondered at that they would not hire them; when the strike was on in Tiffany's shop last fall I gave instructions to the foremen that they should not take advantage of Tiffany & Co. while that strike was going on; it was a mere common courtesy between manufacturers not to take advantage of one another while a strike was going on.

Q. Did you state to any of them that Dominick & Haff would not take four of their men back for the reason that the men in the Whiting Manufacturing Company had struck? A. I might have said that they would not take our men who had struck; I said it was a courtesy in the trade, and as regards that question that you first asked me, I would state this, that Mr. Dunn tried in a lawyer way to pin me down to that in one of our interviews, and I told him distinctly that there was no such action taken in the Board; that Dominick & Haff had taken that action, and afterwards Tiffany and Schiebler and finally we took it.

Q. But you went around among yourselves? A. No, sir.

Q. How was that understanding arrived at? A. The first understanding I had of it, Mr. Dominick said they would not take back a Knight of Labor: that was the first conversation I had with Mr. Dominick; he said Dominick & Haff were going to take that stand independently and outside of the organization.

By Chairman PURCELL:

Q. Suppose these men were not in the Knights of Labor organization, which I understand is a conglomeration of all trades, and were simply members of a chasers' or silversmiths' union in your own trade alone, would you have any objection to employing them on account of their belonging to a union? A. No, sir; so far as what we call unions are concerned, we approve of them.

Q. Other trades that are linked with them to control your trade, that is what you object to? A. We would not object to them because we have never had any trouble with the unions, what they call trade

unions; they have never attempted to dictate; and one of the men who are out now told me that the chasers never would have left our shop if they were not sure of having the support of the Knights of Labor at their back.

By Mr. LANGBEIN:

Q. Mr. Cowan, what do you understand are the Knights of Labor?

A. We understand they are a body of men who are linked together; I have about come to the conclusion it is a political machine.

Q. Are not all bodies of men linked together? A. Not in that way.

Q. What is the difference in the link that you speak of? A. The difference is this, in the silversmiths' they have what is called a benevolent institution; that benevolent institution is to protect their members who are in trouble from want.

Q. What is the difference between a labor union and what is known as the Central Labor Union? A. I think you should call on Mr. Dunn to tell that.

Q. The mere fact that a representative calls on your concern or any manufacturer and says he is from the Knights of Labor, is not that the cause of your distinction between a Knight of Labor and a member of a labor union? A. No, sir; after we left yesterday I went over to the works and I found that a man who was a polisher, and learned his trade with Wood & Hughes, had applied for work and had been taken on as a polisher, when we found that he was not a Knight of Labor or was not in the employ of Wood & Hughes; and after working yesterday forenoon, when I went to the works I found the superintendent and one of the foremen talking to him, and they called me up and told me what the trouble was; the man was anxious to work but was in mortal fear of the Knights of Labor; the man was not a Knight of Labor but he was afraid some harm would be done; I have gone myself, where men who were Knights of Labor have withdrawn from it and said they would work for us if we would give them our protection, I was obliged to go to Captain Grogan.

Q. What fear did he have; did he state it? A. I was told that one of the chasers told this apprentice boy that unless he went out with them he would hereafter be debarred from getting work as a chaser in this country; and I want to say two of the men who went out on that strike, and who finished their apprenticeship last fall, are two of the men who would like to close the door of it against the youth of this country who would like to learn that trade.

GEORGE W. SCHIEBLER, a witness called on behalf of the employers, being duly sworn, testified as follows :

By Mr. CLARK :

Q. What is your firm, Mr. Schiebler? A. George W. Schiebler, 8 Liberty place, New York.

Q. Manufacturers of silverware? A. Yes, sir.

Q. If within the past few months you have had any trouble in your shop with your men, with which trouble the Knights of Labor have been in any way connected, or any of these labor associations, please state it? A. We had trouble for more than three months; it dates back to about the latter part of 1886; I was waited on by three men who represented themselves as being a committee of the Knights of Labor to complain that I was not paying proper wages to my men; and I asked them who they were, and by what authority they made that statement; they brought out a list which purported to be the wages paid by me to my men; I expressed surprise, as I had always tried to have the best feeling with my men, and paid them what they were worth; this list which they presented was entirely incorrect; it put the wages of the highest man lower than the wages we paid the lowest one; they also said "Wood & Hughes and Dominick & Haff are paying very much better wages than you are;" they spoke of other silversmiths who were paying better wages than I was; I told them they were talking about things they knew nothing about; I would not recognize them at all; they made repeated visits at the time, and after this I consulted my friends Dominick & Haff and Wood & Hughes, and was surprised to find that the argument they used with them was the opposite of what they used with me; they said to Dominick & Haff and Wood & Hughes, "Mr. Schiebler is paying very much better wages than you are;" they said if I would not raise the wages they would take my men out and close my business; I refused to do it; and I said, "My men are able to talk; God has given them tongues to speak for themselves;" I went to my men, and not more than four or five, out of fifty or sixty, were not satisfied; most of my men said they were entirely satisfied with the way I treated them, and had no complaint to make; these who complained were, I found, under the control of outside parties; as our men gave us work that was better, we increased their pay; I assured my men that we would rather pay our men thirty dollars than fifteen, provided they gave us an equivalent in work; I found that our men were hampered and influenced by outsiders; I asked them to urge their work ahead, and they said they were doing the best they could, and our work was very much retarded.

By Chairman PURCELL:

Q. Who were these men who called on you? A. I don't know their names; they represented the Knights of Labor, but I don't know what branch they belong to.

By Mr. LANGBEIN:

Q. Did they say that? A. Yes, sir; they were the same men who waited on Wood & Hughes and Dominick & Haff.

Q. You don't know what organization they belonged to? A. No, sir.

Q. Were you present at the conference held with Dominick & Haff and Tiffany and the other manufacturers? A. I was.

EDWARD C. MOORE, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. CLARK:

Q. You are connected with the firm of Tiffany & Co.? A. I am a trustee of the corporation of Tiffany & Co.

Q. A regular employe in some capacity there, and if so, what? A. Well, I have charge of certain manufacturing and other things.

Q. And they are large silver manufacturers, are they? A. Yes, sir.

Q. Did your establishment receive a paper like that in form and appearance? [Showing witness Exhibit 2.] A. We received what I believe is called a round robin; it is an instrument of that kind, not just like that.

Q. About the first of last October? A. I think it was in October.

Q. Did Tiffany & Co. have trouble with their workmen in the silver manufacturing department? A. They had a strike; the men went out.

Q. When was that? A. That same month, October.

Q. Did any persons, representing the Knights of Labor, call upon your firm in respect to that strike? A. Yes, sir.

Q. Can you state who they were? A. Some of them I knew by name; there was one person who called himself Mr. George; I have been told since he is Mr. Dunn; I saw him here a moment ago; there was also another person who called himself Mr. Ford, and this gentleman with the gray beard — I don't know his name — he was one; and there may be others.

Q. State what took place in reference to the Knights of Labor in relation to the trouble in your shop? A. This round robin was claimed to be written by our workmen, asking for increased pay, and we announced that we would not treat with them collectively, but

would individually, and before the Knights of Labor committee came to us; I don't know when it was, but they came to see us and treat with us.

Q. What statement did these gentlemen make to you before the strike took place, in regard to ordering a strike; what did they say in regard to calling your men out? A. They told me that the men would be called out if we did not accede to these demands.

Q. Did the strike follow that statement? A. Yes, sir; on the day that Mr. Ford called on me he told me that that was the last call; he gave me to understand that the strike was imminent, and that it would be called within an hour, probably; within half an hour, I think, the engineer in our shop had stopped the engine by a signal; we have a danger signal in our shop to stop the engine, in case of accident, and they used this signal to stop the engine, and the men all went out; this was between 1 and 3 o'clock, if I remember, in the afternoon.

Q. Since that time have there been other instances of committees of labor organizations, the Knights of Labor, waiting on you? A. Yes, sir; Mr. Ford, I think, has been to see me since this so-called lock-out, and also Mr. George and Mr. Pinckney.

Q. Did they state the capacity in which they came; did they come as a committee? A. Well, Mr. George, or Mr. Dunn, told me he was a member of the committee of arbitration, or chairman of it, or something to that effect, and he came and said that he came to see if the matter could not be settled and arranged.

Q. What did he say, if anything, in respect to their having learned the method of bringing the silversmiths to terms? A. Mr. Dunn, or Mr. George, told me that they had found our weakness; that twenty men, or about that number, in the Whiting Company had been able to demoralize their works, and knowing that, they would keep a certain number out now indefinitely to demoralize our whole business.

By Mr. LANGBEIN :

Q. Are you not the treasurer of this corporation known as Tiffany & Co.? A. No, sir.

Q. Have you ever held that office in the concern? A. No, sir.

Q. Did this committee of men that you have been talking about tell you from whom they received their authority to speak, the committee of which Mr. Dunn was a member and Mr. Ford? A. Some of them announced themselves as walking delegates; Mr. Ford did particularly, and Mr. George, as I said, told me what his position was; that is, he was a member of, or chairman of the arbitration committee of the Knights of Labor; I had considerable talk with Mr. Ford about

Knights of Labor; I had considerable curiosity to know how they were made up and know something about the Knights of Labor.

Q. You do not know how the Knights of Labor are organized?

A. Only what I have read in the paper and what Mr. Ford told me.

Q. Were you at the meeting of manufacturers when this subject of strikes or Knights of Labor was discussed? A. Yes, sir.

Q. Would the firm or corporation of Tiffany & Co. take a Knight of Labor or member of a labor organization in their employ to-day? A. No, sir.

HENRY WOOD, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. CLARK:

Q. What is your business? A. Silverware manufacturer, 16 John street, New York city.

Q. If there has been any trouble in your works or any interference on the part of the Knights of Labor, state it? A. We had some experience with them last fall; there was a committee of three waited on us and said we were paying too little money to our men, and if we did not pay them more they could replace them and get twenty-five per cent more than they were getting in our place; I asked them who they were; one of them said he was a brass finisher; one of them would not tell what he was; I recognize him here; he is a Mr. Brown, I think; I asked him if he was a silversmith and he would not tell me whether he worked in New York or down east; I asked them if we could not make an arrangement with our own men; before this we had received this round robin, as you call it, which we did not consider; they asked whether we would increase our men or whether they would replace them at twenty-five per cent more than they were getting; I spoke to our men and they said it was out of their hands and was in the hands of the committee; so I had to treat with the committee entirely; I spoke to the committee when they called again; they asked me if I had seen our men; I said, yes, and they had nothing to say; that was the time they said they made a mistake; that they ought to say something to me about it; so they gave us another chance, and left a paper with a blank for what they were getting and what they asked and what we were willing to pay, and left it with us to fill up; I spoke to the men and asked if that was their demand, and they said it was; that they held a meeting and that was the result of their meeting; and I said if that was so, I supposed we would have to comply with their demands; we had nothing else to do.

Q. Anything since that? A. No, sir; at the time of the lock-out we were moving our factory and had very few men in our employ and knew nothing about it.

[The employers then rested their case.]

GEORGE W. DUNN, a witness called on behalf of the employees, being duly sworn, testified as follows:

By Mr. LANGBEIN:

Q. Mr. Dunn, have you heard the testimony of Mr. Moore, one of the trustees of Tiffany & Co., in regard to a conversation he had with you and some other members of a committee that called upon him in relation to the silversmiths? A. I did.

Q. Is his statement of that conversation, as far as you are concerned, correct? A. Not the way he puts it; the words may have been used, or something to that effect, but not as he used them.

Q. State, if you please, what was said at the time by you? A. Our conversation started out about the rights of proprietors to interfere with men after they had left the employ of the concern, or after they had done a day's work, and at the same time I said that the organization of chasers and silversmiths controlled their own affairs and were not interfered with by the Knights of Labor in any way, shape or form; that they made the rules governing their own trade; and I questioned his right to interfere with the men as long as they were outside of the shop; he said as long as they were Knights of Labor they would have to remain outside; I said if these men held the right to be Knights of Labor they would have to stay out; after that there came up the conversation in which I referred to the physical and mental powers of men; that if he was physically stronger than any of those chasers and went on the street and took them by the throat and took their money from them the law would punish them, but being mentally stronger, there was no law which could punish him if he took that by the strength of his mentality; he said they did not care what the law was, they had decided not to have their employees members of a labor organization, and they would not have one who was a member of them in their factory; I told him these men knew what they wanted as well as he did; that it would compel them to leave the shop and stick by the organization; and by so doing, I believed the chasers would hold the trade; that is, I believe, the way I used it.

By Mr. CLARK:

Q. Are you a silver chaser? A. No, sir.

Q. Have you any trade? A. Yes, sir.

Q. What is it? A. An engineer.

Q. Are you at work at it? A. No, sir.

Q. You are a member of the Knights of Labor? A. Yes, sir.

Q. And holding an official position in it? A. Yes, sir.

Q. What is that office? A. Chairman of the board of arbitration of District Assembly 49.

Q. Of what is that District Assembly composed? A. It is composed of labor organizations.

Q. How many? A. About five hundred.

Q. Is the limit of that district defined geographically? A. Sixty miles around New York.

Q. And all the different trades organizations, or a great many of the different trades organizations within sixty miles around New York, send delegates, and that constitutes the District Assembly; is that it? A. That is it.

Q. And if in any one of those subordinate organizations there is a labor difficulty, do you consider it your duty to interfere? A. No, sir.

Q. Have you any official duty with respect to it? A. I have no right to interfere.

Q. Have you any official duty with respect to it? A. Not unless called upon.

Q. Called upon by whom? A. By the organization.

Q. Then you have an official duty to do in your position, if called upon by that organization? A. Yes, sir.

Q. To what branch of that organization do the chasers belong? A. Branch of what organization?

Q. What one of the 500 branches that you said made up 49? A. That of the chasers.

Q. Haven't they a name? A. Unknown Artists.

Q. How many members are there of that organization in this city? A. I have no idea.

Q. Six or seven thousand? A. I have no idea.

Q. Does it embrace anybody else besides the chasers? A. Positively could not.

Q. Then the chasers who testified on that yesterday were mistaken, when they said that there were six or seven thousand in it? A. No, sir.

Q. There are not six or seven thousand chasers in this city? A. No, sir.

Q. Then it is made up of other trades? A. No, sir; not the Unknown Artists.

Q. Each of those organizations has a number? A. Yes, sir.

Q. Is that a trade secret? A. No, sir.

Q. What is the number of the organization to which the chasers belong. A. I don't know; it is not 61.

Q. What manufacturers of silverware in this city have you called upon in your official capacity? A. Whiting Manufacturing Company, Tiffany & Co., Dominick & Haff; I guess that covers it.

Q. On any of those occasions did Mr. Ford go with you? A. On one occasion he asked if he could go with me; he went with me to see the Whiting Manufacturing Company.

Q. Is he a chaser? A. I don't know his trade; I understood that he was a brass polisher.

Q. Does he hold any official position in the Knights of Labor? A. No, sir; not that I know of.

Q. What is meant in the Knights of Labor, by a walking delegate? A. That is something I could not define; the Knights of Labor have no walking delegates.

Q. What do they call the man who goes around and talks to the employes of different shops? A. They never authorize any such man; never appoint anyone.

Q. He is evolved, is he? A. I don't know how he comes; the different trades who have them can tell better about that.

Q. What did you say to Dominick & Haff? A. I told him that I came around to see if the difficulty could not be settled, and I said: "What is the real trouble between you and your employes?" he said he would not have a Knight of Labor in his employ.

Q. Who are you talking of now? A. Mr. Haff; he said when this notice was posted up if the men had not taken notice of it as they did, he did not know what next would be the action of the employers to force them out.

Q. Were there any grounds stated why he objected to the Knights of Labor? A. Yes, sir; there was in those words, if not the words, to this effect, that his men were too intelligent men to connect themselves in an organization with the poorer and ignorant class of men; that he did not think his men should associate with any of the branches of labor that were not up to the standard of his.

Q. Did he say anything about the Knights of Labor having interfered with the work in his shop? A. He said they had interfered; I asked him in what way, and he said they had not been allowed to do as much work as they used to; I told him, if I recollect right, that that was false, and he said he could prove it; I asked him if he could give the names of any witnesses; he refused, as he has in every case when called upon; it seems like a statement without any proof.

Q. Do you recollect speaking to him in relation to asking his men if they were Knights of Labor? A. I don't remember that.

Q. Do you recollect saying anything to him in regard to the replies the men would make; didn't you say this to him, that if you wanted to work in his shop you would answer that you were not a Knight of Labor, and would keep on being a Knight of Labor? A. That remark was in answer to an assertion that was made, that is, that there were now no Knights of Labor in the employ of the silver manufacturers; I made the statement there was, and I did say if that was all there was in the way, and I was in the position, I would simply say that I was not a Knight of Labor.

Q. And take your oath to it, if necessary? A. Certainly; that was accompanied with an explanation.

Q. Didn't you say, in connection with that, that you would so advise your men? A. I told him the reason I said that was, that they had come up as though a man did, with a revolver in his hand, and said, "Leave your organization or I will starve you;" the question being put in that way to ninety-nine out of a hundred men, they would turn it over; the statement was made, I believe, by his partner, that in Philadelphia it was a question of whether the Knights of Labor should dissolve or the manufacturers should starve the men; I said that, in that case, I should not consider it anything wrong; that they had the same power that a man had holding a revolver over them.

Q. You remember saying to Mr. Moore that you had discovered the way to handle the silversmiths? A. I said the chasers can go back to work and their organization can support them; that they would be in the same position as when they started; the Whiting Manufacturing Company would not be benefited by forming the combination which threw out all the silversmiths that were interested.

Q. You said something in your direct examination about the law protecting a man against the physical strength of a man but not against the mental capacity of a man; I don't know that I exactly understood you. A. That was drawn out by Mr. Haff saying that we could not look to a certain class of laborers; that he knew men who were in business, and he knew others who were so bright, so intelligent, that they would get right alongside of them and would accumulate in a short time all the wealth that there was in that business.

Q. What I asked you was in regard to what you testified to on your direct examination, in reply to a question by Judge Langbein, that the law protected a man against another's physical strength but did not protect him against a man's mental capacity; what did you mean by

that? A. What I said; if I was going down to the Stock Exchange, there are men much smarter than I there, and I have no doubt I would be fleeced.

Q. State the object of your organization to change the laws of advantage one man has over another, on account of greater mental capacity. A. I am not making any complaint.

By Commissioner DONOVAN:

Q. I would like to know in what way you, as a representative of D. A. 49, came to interfere in this matter? A. The organizations that were affected by the lock-out and strike sent a communication to me, requesting me to see the employers and try to settle the matter.

Q. You stated, a few minutes ago, that your district embraces about five hundred trades organizations, and territory sixty miles around this city; does that embrace all trades in New York city? A. No, sir; there are car drivers, shoemakers and others not in the organization.

Q. Are there any trades organizations in this city not connected with the Knights of Labor? A. Yes, sir.

Q. Are there as many not connected with it as there are connected with it? A. Oh, no; I believe not.

Q. What was your object—as connected with District Assembly 49, what was your object in interfering in this matter? A. If you can really call it an interference, we went to see these people for the purpose of finding out what was the trouble, if possible, and endeavoring to have the men go back to work.

Q. Supposing those men should, those in each shop, appoint a committee to see all the manufacturers and endeavor to settle the matter, would your District Assembly interfere in the matter? A. No, sir.

Q. Has it any power in the matter? A. No, sir; if those organizations desire to settle the matter themselves they have that right.

Q. They would lose no status in your organization by so doing? A. No, sir; not all.

Q. If the late employees implicated in this matter should decide to withdraw from your organization and form a union of their own trade, for their own benefit, would your organization interfere in the matter? A. They could not.

By Mr. CLARK:

Q. Supposing any individual would withdraw from your organization, have you anything to say about it then? A. Nothing, sir.

Q. Don't you know, as a point of fact, men who are not Knights of Labor and men who are Knights of Labor do not work harmoniously in the same shop? A. I know of shops where they do work harmoniously.

Q. You know a great many shops where they do not work harmoniously? A. I don't know very many.

Q. You know that in shops where there are Knights of Labor and those who are not Knights of Labor they don't get along well together? A. Sometimes there is trouble.

Q. Frequently? A. No, sir; there are shops where Knights of Labor and members of other organizations work harmoniously; there are shops where they are working at some trades with the members of other organizations and they are not working harmoniously; a non-union man is not considered the worst; the Knights of Labor, as Knights of Labor, are not allowed to force anybody into their organization.

Q. My question was, if it was not their object to induce them to join? A. Well, they might.

Q. Is the Knights of Labor a secret organization? A. Well, I know of no secrets it has, except matters of getting in and out, and they are by-laws.

Q. Are there constitution and by-laws accessible to non-members? A. I believe not.

Q. You don't know where I could get a copy? A. Yes, I know where there are a good many of them in Philadelphia.

By Commissioner DONOVAN:

Q. Would you have any objection to submitting a copy of the constitution and by-laws of the Knights of Labor to this Board? A. We have not; I have none myself.

Q. If the Board desires one for their own information, would you get one? A. I have none; I presume so, if the Board desires to see a copy.

Q. Do you know of any men who have been in the employ of what are called silversmiths who have been blacklisted? A. Many of them have come to me and said they were not able to get work.

Q. What do you understand by blacklisting? A. Lists that are sent to manufacturers to prevent a man from procuring employment.

Q. Because he is a Knight of Labor or member of a labor organization? A. Yes, sir; or because they have some spite against him.

Q. You know of such instances? A. Yes, sir; I know of many of them in different trades.

By Commissioner ROBERTSON:

Q. Where there has been a strike, men are called out, do the Knights of Labor have any objection to men going in and taking their places? A. Generally, yes, sir.

Q. They are very bitter against them, are they not? A. Not really bitter.

Q. They are called scabs, are they not? A. Not really bitter, because we know that poverty has forced them to it; if those men were at work they would not have a chance to do it; even if they are in poverty, we know that it is only a change; we often take these men into our own organization.

By Chairman PURCELL:

Q. Are there not occasions where members of your organization decline to work with men who are not Knights of Labor? A. If there is, it is a rule of the trade; there is no such rule of the organization.

Q. What is the difference between the employers declining to employ men who belong to your organization and a member of your organization refusing to work with men who do not belong to it? A. I consider that when a labor organization does that, without good cause, they are in the same position as an employer who would do it without good cause; in many instances our organization has interfered with local organizations for so doing.

By Commissioner DONOVAN:

Q. You being an officer of the District Assembly here, as you said, supposing an establishment had a number of Knights of Labor and a number of men who were not members of that organization and might be members of some other organization, and did not desire to join your organization, would the members of your body endeavor to drive them out of the establishment or interfere with them in any way? A. By no means.

DANIEL J. MAHONEY, a witness called on behalf of the employes, being duly sworn, testified as follows:

By Mr. LANGBEIN:

Q. Mr. Mahoney, what is your trade or occupation? A. I am a silversmith by trade.

Q. Were you summoned here? A. I was; I have the summons in my pocket.

Q. How long have you been in that business? A. I think I went into it the fall of 1870 or 1871, I am not sure which.

Q. Where did you last work? A. For Dominick & Haff.

Q. Have you endeavored at any time to obtain work from Tiffany & Co.? A. Yes, sir.

Q. State what was said; when was this? A. This was some years ago; I cannot state the number of years; I will just state how it happened;

I was laid off in Messrs. Dominick & Haff's, they not having work for me, and there being plenty of work in Tiffany & Co.'s, I called there for employment; the first question that was asked, was asked by Mr. Robert Moore; I know the man by describing him to others who did know him; he asked me where I was employed last; I told him, and I told him they did not happen to have anything to do at the time; he said: "If you leave Dominick & Haff's and come down here perhaps I can talk to you;" giving me to understand that unless I took my tools and left Dominick & Haff's they could not talk about employing me.

Q. What was the result of your conversation; at that time did you belong to a labor organization? A. No; let me say I might have belonged to a benefit organization, the Little Union, as it is called.

Q. It is strictly a benevolent organization, is it? A. Yes, sir.

Q. Have you been an apprentice in any shop? A. I served as an apprentice with the Whiting Company in Attleborough, Massachusetts; I served there, as near as I can recollect, about three years and nine months; I worked there about six months after I was out of my time, and after that I came to New York.

Q. Were you changed as an apprentice to any other department from the one in which you were engaged? A. I was compelled to sign a document; I came there to learn the silversmithing, and after I was there a while they put me at fruit knives; I was very handy at that and they kept me at it about fifteen months; they promised to make it up to me, but when I left there I was like a fifth wheel to a coach.

Q. How long ago was that? A. I am thirty-four years old now; that happened when I was eighteen years of age.

Q. Have you ever worked for the Whiting Company? A. That is where I went to serve my apprenticeship.

Q. I mean in this city? A. No, sir.

Q. That was about sixteen years ago, wasn't it? A. Yes, sir.

Q. Weren't you changed at that time as a silversmith apprentice boy to this other department that you speak of?

[Mr. Clark objected to going back to such a distant time to make an inquiry of this kind; and he objected to this testimony also on the ground that it does not even prove a custom.]

Chairman PURCELL.—It was some time ago and it was in another State, and I do not think it has any bearing on the question here.

The WITNESS.—Allow me to say one thing; I don't mean to say they took me by the throat and forced me into the other trade, but I was anxious to learn the trade and they made me promises, and when I did not go into the knifemaking as willingly as they wished, they put me at the other work.

By Chairman PURCELL :

Q. Was it Mr. Bulkley? A. No, sir.

Q. Was it Mr. Cowan? A. No, sir.

By Mr. LANGBEIN :

Q. Was it any of the superintendents or managers? A. It was done by the foreman in charge of that room.

[The testimony was then closed.]

Mr. LANGBEIN.—My first idea is that, inasmuch as the Legislature has not vested you with the power to act, and has only given you power to report, I think a brief or argument is unnecessary. It is one of the first cases in which the new law has been tried. It has given you gentlemen what you have endeavored to get, and that is in relation to the cause, and it will enable you to make a report. There is no particular point to come from it ; it is a mere recommendation that you gentlemen can make to the Legislature.

Chairman PURCELL.—The Board would like a private conference, in executive session, with one, or two, or three representatives from each side. We invite that. Of course, there is nothing obligatory, on either side, to comply with our request. We would like to have some little talk with the representatives of both sides before we leave the city.

Conference committees were then appointed, and they retired, with the members of the Board, to another room, where a private conference was held. After listening to a discussion of the matter by the members of the two committees, the Board suggested that the employes in each factory appoint a committee to meet their employers and endeavor to settle the differences between them. A letter was thereafter sent to each employer requesting him to attend a conference with a committee of his own men, to be held at the New York Hotel, New York city, June 4, 1887, at 10 o'clock A. M. A similar notice was sent to the representatives of the employes.

In reply thereto the following communications were received :

DOMINICK & HAFF, SILVERSMITHS,
UNION SQUARE, NEW YORK, June 2, 1887. }

F. F. DONOVAN, *State Board of Mediation and Arbitration* :

DEAR SIR.—I have conferred with my partner, Mr. Dominick, and we fully concur in declining to be present at the proposed meeting. If you please, you may communicate to the men lately in our employ that if any of them desire to return to us we shall be very glad to see them at our office.

Thanking you for your courtesy, I am, yours very truly.

LEROY B. HAFF.

TIFFANY & Co., GOLD AND SILVERSMITHS, }
UNION SQUARE, NEW YORK. }

Mr. C. J. MADDEN, *Secretary*:

DEAR SIR.—Your notice of the conference to be held this morning has been received, and we thank you for your attention, but we see no reason for changing the position we have taken, and cannot, therefore, consistently be present.

Respectfully.

4th June, 1887.

TIFFANY & CO.

On the 4th day of June, 1887, at 10 o'clock A. M., the following persons appeared at the New York Hotel for the purpose of attending the proposed conference:

Charles Bulkley and James Cowan, on behalf of the Whiting Manufacturing Company; no other manufacturers being represented. On behalf of the employes of the Whiting Manufacturing Company, John Fearn and Henry A. Pinckney; on behalf of the employes of Tiffany & Co., Edward J. West and Francis F. Carter; on behalf of the employes of Dominick & Haff, Bernard M. Abell and Abraham Coleman; on behalf of the employes of Wood & Hughes, Andrew Mahoney and Gustave F. Kolb; on behalf of the employes of George W. Schiebler, George Meischeld and George H. Warwick.

Commissioner Donovan attended on behalf of the State Board of Mediation and Arbitration.

Commissioner DONOVAN. — The object of this conference is to make a final effort on the part of the Board to settle the differences between the silver manufacturers and their employes. It grew out of a suggestion yesterday, in a meeting of the committees of employers and employes, that representatives of the employes in each shop should meet and confer with their employers, with a view to settling this difficulty. The hour set was 10 o'clock; it is now after 10 o'clock, and I have reason to believe that none of the manufacturers will be present except the representatives of the Whiting Manufacturing Company. Mr. Cowan and Mr. Bulkley are now ready to confer with the employes of the Whiting Manufacturing Company. I have no official knowledge of the fact, but I understand that the other manufacturers desire the committees of employes to wait upon them at their respective places of business. Whether you will do that or not is for you to say.

After a lengthy consultation the representatives of the employes decided to visit the employers as suggested. It was subsequently reported to the Board that their mission was fruitless.

The lock-out continued until the latter part of June, when the employes sought and obtained employment in the different establishments, each manufacturer agreeing with his men individually as to terms and conditions of employment.

WEAVERS.

OSWEGO FALLS.

On the 30th of April, 1887, the weavers in the employ of the Riverside and Oswego Mills, at Oswego Falls, went on a strike. On or about the fifteenth of January the company began to manufacture a quality of goods not formerly made, for which no rate of wages had been fixed. Discontent prevailed among the employes, who claimed that, on account of the inferior quality of this work, their earnings would be reduced about fifty per cent; and they demanded an increase of wages. The company postponed, from time to time, their answer to this demand, and finally refused to treat with the employes, except as individuals. On the seventeenth of June, a communication was received from D. W. Daly, District Master Workman of District Assembly 152, Knights of Labor, requesting the Board to endeavor to settle the difficulty. As soon as possible, a member of the Board visited Oswego Falls and invited a conference between the parties. The officers of the company refused to meet and confer with the representatives of the employes, and sent the following statement of the difficulty:

RIVERSIDE AND OSWEGO MILLS,
• OSWEGO FALLS, N. Y., June 23, 1887. }

Mr. F. F. DONOVAN, *Commissioner State Board of Arbitration*:

DEAR SIR. — In compliance with your request for a statement regarding a strike of some of our weavers, we respectfully submit that on Thursday, April twenty-eighth last, about fifty of our weavers waited on us and requested an advance in price on their work, they stating that they could not earn fair wages. They were requested to return to work pending an investigation; that an answer would be given to them at noon on the following Saturday, and if there was found to be a real grievance, allowance would be made. They did return to work, and an investigation was immediately commenced. Within half an hour the same weavers, with two or three exceptions, left their work and the mill, without notice to us. We finished our investigation. On the arrival, the following Monday, of our superintendent from the home office in Rhode Island we posted a notice to the effect that all who did not return to work the following Tuesday

morning could call at the office on the following Wednesday and get their pay, and all called and were settled with in full. By way of explanation, we would say that the work they were on was new, and the price was made, based on prices for other work, which we thought would make fair wages. After our investigation the price was advanced and the weavers who remained at their work, as well as those who left and have since applied and been taken back, and new help taken on in place of those who left, are getting the increased price. We remain,

Yours respectfully.

RIVERSIDE & OSWEGO MILLS,

Per F.

The following statement was presented by Mr. D. W. Daly, on behalf of the employes:

"On or about the first of January the company commenced to make an inferior grade of goods, whereby the employes were unable to make living wages, it being practically a reduction of fifty per cent from the prices paid for the better grades manufactured before that date. They became dissatisfied and appointed a committee to see if the company would not rectify the matter by increasing the price per yard. The committee called on Mr. Backus, who requested one week to consult with the head office in Providence. This was granted, and the employes continued to work for three weeks. Up to that time no reply was received, and another committee waited on Mr. Fowler, who stated that they would endeavor to have Mr. Martines, the head superintendent of the company, come to Fulton and adjust matters. He did come, and for three weeks more the weavers continued to work. The grade of goods manufactured continued to grow poorer until some of them made but forty cents per day. The hands became restless and disgusted at the treatment, some quitting work entirely. During this time I waited on the company several times, with no result. Patience ceased to be a virtue, and it was by hard work that I was able to prevent a strike. This state of affairs continued until the twenty-eighth of April, when all weavers but two or three went to the office and demanded a change. Mr. Backus informed them that he required three days longer to make up his mind, and requested them to return to work; this they refused to do, saying that they would remain out until a final answer was given. Mr. Fowler claimed that he had telegraphed to Mr. Martines to come immediately, and requested that the committee call on him on Saturday, April thirtieth. This was done, but Mr. Martines failed to put in an appearance until the following Monday. He stated that he would have nothing to do with the committee and would only meet them as

individuals, and if they did not return to work on Tuesday, all who remained out could call at the office on Wednesday and be paid off. They all remained out and were paid off. Mr. Martines went through the mill and discharged all who were known to be Knights of Labor. A notice was posted next day, offering protection to all who stood by the company, and requiring all who applied for work to sign an iron-clad oath severing their connection with all labor organizations, and to submit to a system of fines and the retention of two weeks' pay in case they should leave without notice. They have continued to refuse to meet the representatives of the employes. In conclusion, if the State Board of Arbitration cannot settle this difficulty, and it appears to me from what I see here to day, on the part of the company, that you cannot, we will, if this matter is not adjusted within two weeks, call upon the organized workmen of the country to let this company's goods severely alone."

Other members of the committee made similar statements.

The length of time that had elapsed from the commencement of the difficulty tended to make both parties more firm in the respective positions they had assumed, and it was evident that no settlement could be effected. The Board took no further action in the matter.

APPENDIX.

The settlement of disputes between employers and employed by arbitration is a result which should be regarded by all as a step in advance, and indicates a desire to adjust questions which have been fruitful of strikes and lock-outs in the past. It shows that the rule of reason is asserting itself, and that capital and labor are fast learning that their interests are not antagonistic. Arbitration is one of the highest and broadest features of coöperation, and at the same time one of the simplest methods of restoring harmony where conflicts arise. It is needless to state that marked progress has been made in this direction within the past two years. It is apparent that strikes and lock-outs, as a means of settlement, even if successful, only tend to embitter the feeling existing and create more determined efforts to renew the battle at the first favorable opportunity.

In the collection of data on this subject we are indebted to Hon. Carroll D. Wright, Chief of the National Bureau of Labor Statistics, Hon. Charles F. Peck, Commissioner of Labor Statistics of this State, Hon. Henry Broadhurst, Secretary of the Trades Union Congress Parliamentary Committee of Great Britain, Edward Trow, Secretary of the Board of Conciliation and Arbitration for the Manufactured Iron Trade of the North of England, and Thomas Burt, Secretary of the Northumberland Miners' Mutual Confident Association, New Castle-on-Tyne, England.

ARBITRATION IN THE UNITED STATES.

The many strikes and lock-outs which have occurred throughout the country during the last few years have been instrumental in bringing this subject to the attention of the Legislatures of the different States, in few of which laws have been enacted in relation thereto.

At the first session of the Forty-ninth Congress, under date of April 22, 1886, President Cleveland addressed the following message to that body:

To the Senate and the House of Representatives:

The Constitution imposes upon the President the duty of recommending to the consideration of Congress from time to time such measures as he shall judge necessary and expedient.

I am so deeply impressed with the importance of immediately and thoughtfully meeting the problem which recent events and a present condition have thrust upon us, involving the settlement of disputes arising between our laboring men and their employers, that I am constrained to recommend to Congress legislation upon this serious and pressing subject.

Under our form of government the value of labor as an element of national prosperity should be distinctly recognized, and the welfare of the laboring man should be regarded as especially entitled to legislative care. In a country which offers to all its citizens the highest attainment of social and political distinction, its workingmen cannot justly or safely be considered as irrevocably consigned to the limits of a class and entitled to no attention and allowed no protest against neglect.

The laboring man bearing in his hand an indispensable contribution to our growth and progress, may well insist, with manly courage and as a right, upon the same recognition from those who make our laws, as is accorded to any other citizen having a valuable interest in charge; and his reasonable demands should be met in such a spirit of appreciation and fairness as to induce a contented and patriotic coöperation in the achievement of a grand national destiny.

While the real interests of labor are not promoted by a resort to threats and violent manifestations, and while those who, under the pretexts of an advocacy of the claims of labor, wantonly attack the rights of capital, and for selfish purposes or the love of disorder sow seeds of violence and discontent, should neither be encouraged nor conciliated, all legislation on the subject should be calmly and deliberately undertaken, with no purpose of satisfying unreasonable demands or gaining partisan advantage.

The present condition of the relations between labor and capital is far from satisfactory. The discontent of the employed is due in a large degree to the grasping and heedless exactions of employers, and the alleged discrimination in favor of capital as an object of governmental attention. It must also be conceded that the laboring men are not always careful to avoid causeless and unjustifiable disturbance.

Though the importance of a better accord between these interests is apparent, it must be borne in mind that any effort in that direction by the federal government must be greatly limited by constitutional restrictions. There are many grievances which legislation by Congress cannot redress, and many conditions which cannot by such means be reformed.

I am satisfied, however, that something may be done under federal

authority to prevent the disturbances which so often arise from disputes between employers and the employed, and which at times seriously threaten the business interests of the country; and in my opinion the proper theory upon which to proceed is that of voluntary arbitration as the means of settling these difficulties.

But I suggest that instead of arbitrators chosen in the heat of conflicting claims, and after each dispute shall arise, for the purpose of determining the same, there be created a commission of labor, consisting of three members, who shall be regular officers of the government, charged among other duties with the consideration and settlement, when possible, of all controversies between labor and capital.

A commission thus organized would have the advantage of being a stable body, and its members, as they gained experience, would constantly improve in their ability to deal intelligently and usefully with the questions which might be submitted to them. If arbitrators are chosen for temporary service as each case of dispute arises, experience and familiarity with much that is involved in the question will be lacking, extreme partisanship and bias will be the qualifications sought on either side, and frequent complaints of unfairness and partiality will be inevitable. The imposition upon a federal court of a duty so foreign to the judicial function as the selection of an arbitrator in such cases, is at least of doubtful propriety.

The establishment by federal authority of such a bureau would be a just and sensible recognition of the value of labor, and of its right to be represented in the departments of the government. So far as its conciliatory offices shall have relation to disturbances which interfered with transit and commerce between the States, its existence would be justified, under the provisions of the Constitution, which gives to Congress the power "to regulate commerce with foreign nations and among the several States." And in the frequent disputes between the laboring men and their employers, of less extent and the consequences of which are confined within State limits and threaten domestic violence, the interposition of such a commission might be tendered, upon the application of the Legislature or executive of a State, under the constitutional provision which requires the general government to "protect" each of the States "against domestic violence."

If such a commission were fairly organized, the risk of a loss of popular support and sympathy resulting from a refusal to submit to so peaceful an instrumentality, would constrain both parties to such disputes to invoke its interference and abide by its decisions. There

would also be good reason to hope that the very existence of such an agency would invite application to it for advice and counsel, frequently resulting in the avoidance of contention and misunderstanding.

If the usefulness of such a commission is doubted because it might lack power to enforce its decisions, much encouragement is derived from the conceded good that has been accomplished by the railroad commissions which have been organized in many of the States, which, having little more than advisory power, have exerted a most salutary influence in the settlement of disputes between conflicting interests.

In July, 1884, by a law of Congress, a bureau of labor was established and placed in charge of a commissioner of labor, who is required to "collect information upon the subject of labor, its relations to capital, the hours of labor and the earnings of laboring men and women, and the means of promoting their material, social, intellectual, and moral prosperity."

The commission which I suggest could easily be engrafted upon the bureau thus already organized, by the addition of two more commissioners and by supplementing the duties now imposed upon it by such other powers and functions, as would permit the Commissioners to act as arbitrators when necessary between labor and capital, under such limitations and upon such occasions as should be deemed proper and useful.

Power should also be distinctly conferred upon this bureau to investigate the causes of all disputes as they occur, whether submitted for arbitration or not, so that information may always be at hand to aid legislation on the subject when necessary and desirable.

GROVER CLEVELAND.

EXECUTIVE MANSION, April 22, 1886.

On March 22, 1886, Congressman Glover introduced the following bill to provide for the settlement, by arbitration, of disputes arising between persons engaged in the transportation of property or passengers by railroad and the employees thereof:

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled :

That whenever a dispute shall arise between any person or persons engaged alone or associated with others in the transportation of property or passengers by railroad from one State or Territory to or through one or more States or Territories of the United States, or to or from any foreign country, and the employees of such person or persons, or any of them, and when the said employer and employees cannot agree in respect thereof, it shall be lawful for the employer

and employe, or either of them, to demand and have an arbitration or reference thereof in manner following, that is to say: Where the party complained of and the party complaining shall come before or agree, by any writing under their hands, to abide by the determination of any judge of any district court of the United States, within the jurisdiction of whose court the parties, or either of them, reside, it shall and may be lawful for such judge to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before or agree to abide by the determination of such judge, then it shall be lawful for any such judge, and such judge is hereby required, on complaint made before him, and the submission of the name of an arbitrator to act for complainant, and proof, by the examination of the party making such complaint, that application has been made to the person or persons against whom such cause of complaint has arisen (or his or their agent if such dispute has arisen with such agent or agents) to settle such dispute, and that the same has not been settled, to summon before him such person or persons or agent or agents complained of, on some day, not exceeding three days, exclusive of Sunday, after the making of such complaint, giving notice to the person making such complaint of the time and place appointed in such summons for the attendance of such person or persons, agent or agents, as aforesaid, requiring such person or persons complained of to appear and do away with such cause of complaint or name an arbitrator to settle such dispute; and if at such time and place the person or persons complained of shall not appear and do away with such cause of complaint or name an arbitrator to settle such dispute, the judge shall issue a certificate of appointment to the arbitrator named by complainant (which may have the form hereinafter provided); and it shall be lawful for the said arbitrator, at such time and place, to proceed by himself to the hearing and determination of the said matters in dispute; and in such case the award of such sole arbitrator shall be final and conclusive as to all matters in dispute submitted to such arbitrator, without being subject to appeal, review, or suspension: *Provided*, That nothing in this act contained shall authorize any judge or arbitrators acting as herein mentioned to establish a rate of wages or price of labor or workmanship at which the employe shall in future be paid, nor to fix the hours of labor for the future, without the mutual consent of both employer and employe.

§ 2. That for the purpose of this act the term "employer" shall be construed to mean any person or persons engaged alone or associated with others in the transportation of property or passengers by rail-

road from one State or Territory to or through one or more States or Territories of the United States or to or from any foreign country; and the term "employee" shall be construed to mean any person under hire or salary to said employer as above defined, and doing manual labor therefor, as well as all combinations and associations of such persons, known as trades unions and labor associations, and other associations for like purposes, whether incorporated or unincorporated, which associations shall have the like power to avail themselves of the provisions of this act as if they were individuals.

§ 3. That for the purpose of this act a claim for wages due any employee, which has been demanded and not paid, shall be construed to be a dispute in the sense that term is used in the first section of this act, and the benefits of this act shall be available to the claimant.

§ 4. That if the person or persons complained of shall name an arbitrator at the time and place appointed, the judge shall issue a certificate of appointment, and an order to the two arbitrators (which may be in the form hereinafter provided) directing them to meet at a certain time and place upon the next day (Sundays excepted), and name a person upon whom they shall both agree to act as third arbitrator in settling the matter in dispute; and the third arbitrator shall, when so named and his acceptance in writing filed in said court, receive a certificate of appointment (which may be in form as hereinafter provided), and the said three arbitrators shall thereupon proceed to the immediate consideration and settlement of the disputes as hereinafter provided, and the decision of a majority shall determine it.

§ 5. That should the said two first named arbitrators fail or refuse at the time and place appointed to name a third arbitrator as aforesaid, the judge shall name the third arbitrator, who shall be the labor commissioner (or one of the commissioners if there shall be more than one) of the State wherein the proceedings are had, if there be one, and he signify within twelve hours his willingness to act, and if not, some person as nearly as possible impartial and indifferent between the two parties, and whose nomination shall not be subject to impeachment or review: *Provided*, That no arbitrator shall be appointed by the said judge until he has filed in court his written acceptance of the nomination.

§ 6. That in case any arbitrator refuses to act, the judge may, in his discretion, remove him, or compel, by process of contempt, the due discharge of his duties; and in case of removal, death or disability of an arbitrator the judge shall order the selection of another in lieu thereof, in the same manner in which the original selection was made; and should he be of the opinion that either party has been prejudiced

thereby, he may, in his discretion, order the proceedings to be begun *de novo*; and in every case of a second nomination the arbitrators shall meet within twelve hours thereafter, and at the same place at which the meeting of the referees first named was appointed, or at some other convenient place as the judge may appoint; and the expense of every such application for the appointment of a second arbitrator shall be borne and defrayed by the party through whose default, or the default of whose arbitrator, such application is rendered necessary; and the judge making such second appointment shall certify the same in the form for that purpose hereafter set forth, or in some other form to the like effect; and in every case where a second arbitrator shall be appointed as aforesaid, and such second arbitrator shall not attend at the time and place appointed for settling the matters in dispute, it shall be lawful for the other arbitrator or arbitrators, at such time and place, to proceed to the hearing and determining of the same matters in dispute; and in such case the award of such arbitrators shall be final and conclusive as to all matters in dispute submitted to such arbitrators, without being subject to review, appeal, or suspension.

§ 7. That the three arbitrators or referees being so nominated as aforesaid, the said judge shall thereupon appoint a place of meeting according to the directions of this act, and also a day for the meeting, notice of which nomination and of the day of meeting shall thereupon be given by such judge to the persons so nominated arbitrators or referees, and to any party to any such dispute who may not have attended the meeting before said judge as aforesaid; which appointment shall be by such judge certified in the form following, or in some other form to the like effect, that is to say:

"I, A B, judge of the United States District Court for the district of, do hereby certify that C and D and E are duly nominated arbitrators to settle the matters in difference between G H, of, employer [or agent or foreman, as the case may be], and I J, of, employe [or otherwise, as the case may be], pursuant to an act entitled [title of this act], and that the said arbitrators are hereby directed to meet at on, the day of at o'clock in the forenoon [or afternoon, as the case may be].

"....., A B."

"I, A B, judge of the United States District Court for the district of, hereby certify that the above named C and D and E [or one of them, as the case may be] having refused or delayed to act in the above mentioned reference, L M and

N O and P Q [or L M only, as the case may be are [or is] by me duly nominated arbitrator [or arbitrators] together with the above named C D [or E F], to settle the matters in difference between the above named G H and I J; and the said C D or E F, together with the said L M [or the said L M or N O or P Q, as the case may be], are directed to meet at the place above mentioned, on, the day of, in the year of our Lord,, at o'clock in the forenoon [or afternoon, as the case may be]."

And the persons so appointed, as aforesaid, shall hear and examine the parties and their witnesses, and determine such dispute within two days after such nomination, exclusive of Sundays; and the determination of such arbitrators shall be final and conclusive.

§ 8. That in all cases where complaints are made by employes the place of meeting of the arbitrators shall be at, or as near as may be, to the place where the work shall be carrying on.

§ 9. That if any person so complaining, as aforesaid, shall not attend, or send some person on his or her behalf, at the time and place appointed by such judge for the purpose of naming such persons aforesaid, such person shall not in such case be entitled to the benefit of this act.

§ 10. That the said arbitrators shall meet at the time and place fixed by the judge by whom such arbitrators were appointed, and shall, by inspection of the work in regard to which the dispute may have arisen, by hearing and examining the parties, or any other persons on their behalf, or that attend to give evidence respecting the matters in dispute, upon oath (which the said arbitrators are hereby empowered to administer), or otherwise, or by otherwise ascertaining the true state of the case in such manner as to such arbitrators shall appear necessary, proceed to determine the matter or matters in dispute referred to them; and the award to be made by such arbitrators shall be final and conclusive between the parties, without being subject to review or challenge by any court or authority whatsoever.

§ 11. That it shall be lawful for any arbitrator or arbitrators, and he and they are hereby authorized and required, at the request in writing of any of the parties, to issue his or their summons to any witness or witnesses to appear and give evidence before such arbitrator or arbitrators, at the time and place appointed for hearing and determining any such dispute, and which time and place shall be specified in such summons; and if any person so summoned to appear as a witness as aforesaid shall not appear before such arbitrator or arbitrators touching the matter of such dispute, then and in every

such case it shall be lawful for said judge, and he is hereby authorized (proof on oath, in the case of any person not appearing according to such summons, having been first made before such judge of the due service of such summons on every such person, by delivering the same to him, or by leaving the same, twenty-four hours before the time appointed for such person to appear before such arbitrator or arbitrators, at the usual place of abode of such person), by warrant under the hands of any such judge, to commit any such person so making default in appearing, or appearing and refusing to give evidence, to some prison within the jurisdiction of any such judge, there to remain, without bail, until such person shall submit himself to be examined and give his evidence before such arbitrator or arbitrators as aforesaid: *Provided always*, That in case such dispute shall be heard and determined before such offender shall submit to be examined and give evidence as aforesaid, then, and in every such case, he, she or they shall be imprisoned the full term of three months.

§ 12. That in case such arbitrators so appointed shall not make and sign their award within three days after the date of the order of such judge certifying their appointment, then any party in interest, or any arbitrator, may, without delay, go before the judge by whom the arbitrators were appointed, and in case of his absence or indisposition, before any other judge of the district or circuit court of the United States residing nearest to the place where the meeting to settle such dispute shall have taken place, and shall advise him thereof; and thereupon the said judge shall cite the said arbitrators before him, and order them to make and sign an award, within some time not exceeding three days, and enforce the said order, if necessary, by process for contempt.

§ 13. That as well in all such cases of dispute as aforesaid as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon final and conclusive between the parties; and the same proceedings of execution, sale and imprisonment, and so forth, as hereafter mentioned, shall be had towards enforcing such award as are by this act prescribed for enforcing awards made under and by virtue of its provisions.

§ 14. That it shall be lawful in all cases for any employer or employe, by writing under his hand, acknowledged as in the case of deeds, to authorize any person to act for him in submitting to arbitration and attending arbitrators or judges touching the matter of any arbitrations.

§ 15. That in all cases where any proceedings may be had against an employer under this act, or where such proceeding shall have been commenced, and the employer or employers shall become or be bankrupt, or any assignment of his or their estate or effects shall have been made under the said bankruptcy, or otherwise by deed or in law, the factor or trustees upon, or the assignee or assignees of such estate or effects, or the receiver thereof, shall be liable to the proceedings authorized by this act against the employer as fully as the employer was or were before the bankruptcy or assignment; and such proceedings may be commenced or carried on against such factor, trustee, assignee or assignees, or receiver, who shall fulfill and abide by the award made thereupon, and all such order or orders as shall be made by the said judge in or respecting the matters in dispute, and shall be subject to the same proceedings and consequences for willfully refusing or delaying to abide by or perform the same as if the proceedings had been had against the employer or employers before his or their bankruptcy, or the assignment of his or their estate or effects: *Provided*, That all sums of money to be paid in pursuance of such award or orders shall be recoverable only out of the estate or effects of such employer, and not out of the proper money of such factor, trustee, assignee or assignees, or receiver.

§ 16. That where any married woman, or infant under the age of twenty-one years, shall have cause of complaint, in any of the cases provided for by this act, against any employer or employers, his or their agent or servant, or factor, or trustee, or assignee or assignees, as aforesaid, such complaint may be lodged and all further proceedings thereupon had by and in the name of the husband of such married woman, and of the father, or, if dead, of the mother, or if on the death of both parents, of any of the kindred of such infant, or of the guardian of any such infant, or of any person nominated by such infant if he or she shall not have parent, kindred or guardian; and all such proceedings shall be as effectual, valid and binding as if such married woman was sole and such infants were of full age, and pursued by themselves the remedies provided by this act.

§ 17. That if the parties by and between whom the said arbitration shall take place, as aforesaid, shall think it expedient or be desirous to extend the time hereby limited for the making the award, it shall and may be lawful for them, with the leave of said judge, to extend the same accordingly by indorsement, according to the form in the schedule hereunto annexed, on the back of the order of the judge certifying the appointment of the arbitrators, to be signed by both of them in the presence of one or more credible witness or witnesses.

§ 18. That the award or umpirage to be made upon any arbitration demanded under this act shall and may be drawn up and written at the foot or upon the back of the said order certifying the appointment of the arbitrators, according to the form in the schedule hereunto annexed ; which, with the award, shall thereupon be recorded in the United States District Court, and have all the force and effect of a judgment thereof, and be executed in the same manner ; and the said award may be in any form and provide any remedy which may be deemed best fitted to provide a final and effective settlement of the controversy.

§ 19. That if any party shall refuse or delay to fulfill an award under this act for the space or term of two days after the same shall have been recorded as aforesaid, any such judge shall, on the application of the party aggrieved, and he is hereby required, by warrant under his hand according to the form of the schedule hereunto annexed, or in some other form to the like effect, to cause the sum or sums of money directed to be paid by any such award to be levied by execution and sale of any goods and chattels of the person or persons liable to pay the same, together with all costs and charges attending such execution and sale, such sale to take place within such time, not exceeding five days, as the said judge shall think proper, and the overplus, if any, to arise by such sale, to be rendered to the owners of the goods and chattels levied on ; and in a case for a mandamus or injunction, the court may issue the same, and punish disobedience thereof by proceedings for contempt in the usual form.

§ 20. That where any person shall be committed to prison for refusing or delaying to fulfill an award as aforesaid, and such person shall, at any time during the period of his or her imprisonment, pay to the governor or keeper of the prison the full amount of the sum awarded, with all reasonable expenses incurred through such refusal or delay, he is hereby required forthwith to discharge such person from his custody.

§ 21. That the judge by whom any person or persons shall be committed to prison for not appearing as a witness, or not submitting to be examined, shall cause the warrant or order for such commitment to be drawn up in the form or to the effect set forth in the schedule to this act.

§ 22. That no appeal or *certiorari* shall lie against any proceedings under this act.

§ 23. That no proceedings under this act shall be invalid for want of form.

§ 24. That half the usual, and no higher, fees shall be allowed to

be taken for any proceeding under this act; and where no fees are fixed by law they shall be fixed by the judge; and a table of fees, signed by the clerk of such district court, shall be hung up in every place where any session of the district court shall be held.

§ 25. That all costs attending the application to the judge of said district court to be made under this act, and of the arbitration pursuant thereon, shall be settled by the arbitrator or arbitrators by whom such disputes shall be settled; and where the same shall be determined by any judge, pursuant to this act, then the costs aforesaid shall be settled by such judge: *Provided always*, That no employer, his foreman or agent, shall in any case be allowed for costs by the said judge or arbitrator, unless it shall appear to him or them that the proceedings of the employe were vexatious and oppressive.

§ 26. That no action shall be brought against any arbitrator, marshal, or other officer, or against any other person or persons whomsoever, for any matter or thing whatsoever done or committed under or by virtue or in the execution of this act, unless such action shall be brought within six calendar months next after the doing or committing of such matter or thing.

§ 27. That if any action or suit shall be hereafter commenced or prosecuted against any person or persons for anything done under, by virtue, or in the execution of this act, such person or persons may plead the general issue, and give this act and the special matter in evidence; and if the plaintiff shall become non-suited or suffer discontinuance, or forbear further prosecution, or if judgment shall be given for the defendant or defendants, such defendant or defendants shall recover his, her or their full costs, and for which he, she or they shall have like remedy as in cases where costs by law are given to defendants.

§ 28. That it shall not be lawful for any employer, as defined in this act, to issue any scrip, bond, debenture, or promise to pay, for the purpose of paying employes, or to use the same for such purpose; and the employer, his or their officer or agent, who violates this provision of this act, shall be punished for each infringement by a fine of \$500 and three months imprisonment, or both; and the giving by the employer and receiving of the same by the employe, though intended and accepted as such, shall not operate as payment or extinguish any liability.

§ 29. That the judge of the district court aforesaid may, in his discretion, refer any complaint under this act to any United States commissioner of his district, or referee or master in chancery of his court, who shall thereupon exercise the same powers and perform

the same duties imposed upon the judge by this act : *Provided, That* the authority of the said commissioner, master in chancery, or referee shall not extend beyond the filing of the award: *And provided further,* That no dispute of sufficient magnitude to involve the public peace or order shall be so referred.

Form of the award, to be written at the foot or upon the back of the order of the justice certifying the reference.

We, A, B and C [name and describe the arbitrators], the arbitrators appointed to settle the matters in dispute between the parties within named [or A, one of the arbitrators so appointed; or B, the other arbitrator appointed having failed to attend; or C D, the judge, as the case may be] do hereby adjudge and determine that [here set forth the determination to which the arbitrators or judge, as the case may be, shall subscribe their names].

Form of indorsement extending the time limited for making an award.

We, A B and C D, parties to the within arbitration, do hereby agree to extend the same to the day of, inclusive.

Witness our hands, this day of

A B.

C D.

Witness:

.....

Form of acknowledgment of fulfillment of the award, to be written at the foot or on the back thereof.

I, A B, do hereby acknowledge that the above award hath been fulfilled by C D, who is hereby discharged of the same.

Witness my hand, this day of

A B.

Witness:

.....

Form of the oath to be administered by the arbitrators or judge to the parties and witnesses under this act.

The evidence that you shall give before us, the arbitrators appointed by A B and C D [the parties] to determine the matters in difference between them under and by virtue of an act entitled "An act [state the title of this act], shall be the truth, the whole truth, and nothing but the truth, so help you God.

Form of commitment of a person summoned as a witness before the arbitrators.

Whereas proof on oath hath been made before me,
, judge of the United States District Court in the district
 of, on this day of, that A B
 hath been duly summoned, and hath neglected to appear and give evi-
 dence before C, D and E, the arbitrators appointed by and between G H
 and I K to determine the matters in dispute between them, at,
 in the county of, on the day of, under
 and by virtue of an act entitled An act [here set forth the title of this
 act]; and the said A B being required by me, the said judge, to give evi-
 dence before the said arbitrators, and still refusing to do so, there-
 fore I, the said judge, do hereby, in pursuance of the said act,
 commit the said A B to the [describing the prison], there to remain
 without bail, for his [or her] offense aforesaid, until he [or she]
 shall submit himself [or herself] to be examined, and give his [or
 her] evidence before the said arbitrators touching the matters
 referred to them as aforesaid, or shall otherwise be discharged by
 due course of law. And you the [marshal or other officer or officers
 to whom the warrant is directed] are hereby authorized and required
 to take into your custody the body of the said A B, and him [or her]
 safely to convey to the said prison, and him [or her] there to deliver
 to the jailer [or keeper] thereof, who is hereby authorized and
 required to receive into his custody the body of the said A B, and
 him [or her] safely to detain and keep, pursuant to this commitment.
 Given under my hand, this day of,
 in the year of our Lord

[This commitment to be directed to the proper officer, and the
 jailer [or keeper] of the prison.]

This bill referred to the Committee on Labor, who subsequently
 reported the following bill as a substitute:

*Be it enacted by the Senate and House of Representatives of the United
 States of America in Congress assembled:*

That whenever differences or controversies arise between railroad
 companies engaged in the transportation of property or passengers
 between two or more States of the United States, between a territory
 and State, within the territories of the United States, or within the
 District of Columbia, and the employes of said railroad companies,
 which differences or controversies may hinder, impede, obstruct,
 interrupt, or affect such transportation of property or passengers, if,
 upon the written proposition of either party to the controversy to sub-

mit their differences to arbitration, the other party shall accept the proposition, then and in such event the railroad company is hereby authorized to select and appoint one person, and such employe or employes, as the case may be, to select and appoint another person, and the two persons thus selected and appointed to select a third person, all three of whom shall be citizens of the United States, and wholly impartial and disinterested in respect to such differences or controversies; and the three persons thus selected and appointed shall be, and they are hereby, created and constituted a board of arbitration, with the duties, powers, and privileges hereinafter set forth.

§ 2. That the board of arbitration provided for in the first section of this act shall possess all the powers and authority in respect to administering oaths, subpoenaing witnesses and compelling their attendance, preserving order during the sittings of the board, and requiring the production of papers and writings relating alone to the subject under investigation now possessed and belonging to United States commissioners appointed by the Circuit Court of the United States; but in no case shall any witness be compelled to disclose the secrets or produce the records or proceedings of any labor organization of which he may be an officer or member; and said board of arbitration may appoint a clerk and employ a stenographer, and prescribe all reasonable rules and regulations, not inconsistent with the provisions of this act, looking to the speedy advancement of the differences and controversies submitted to them to a conclusion and determination. Each of said arbitrators shall take an oath to honestly, fairly and faithfully perform his duties, and that he is not personally interested in the subject-matter in controversy, which oath may be administered by any State or Territorial officer authorized to administer oaths. The third person so selected and appointed as aforesaid shall be the president of said board; and any order, finding, conclusion, or award made by a majority of such arbitrators shall be of the same force and effect as if all three of such arbitrators concurred therein or united in making the same.

§ 3. That it shall be the duty of said board of arbitration, immediately upon their selection, to organize at the nearest practicable point to the place of the origin of the difficulty or controversy, and to hear and determine the matters of difference which may be submitted to them in writing by all the parties, giving them full opportunity to be heard on oath, in person and by witnesses, and also granting them the right to be represented by counsel; and after concluding its investi-

gation said board shall publicly announce its award, which, with the findings of fact upon which it is based, shall be reduced to writing and signed by the arbitrators concurring therein, and, together with the testimony taken in the case, shall be filed with the Commissioner of Labor of the United States, who shall make such award public as soon as the same shall have been received by him.

§ 4. That it shall be the right of any employes engaged in the controversy to appoint, by designation in writing, one or more persons to act for them in the selection of an arbitrator to represent them upon the board of arbitration.

§ 5. That each member of said tribunal of arbitration shall receive a compensation of ten dollars a day for the time actually employed. That the clerk appointed by said tribunal of arbitration shall receive the same fees and compensation as clerks of United States circuit courts and district courts receive for like services. That the stenographer shall receive as full compensation for his services twenty cents for each folio of an hundred words of testimony taken and reduced to writing before said arbitrators. That United States marshals or other persons serving the process of said tribunal of arbitration shall receive the same fees and compensation for such services as they would receive for like services upon process issued by United States commissioners. That witnesses attending before said tribunal of arbitration shall receive the same fees as witnesses attending before United States commissioners. That all of said fees and compensation shall be payable by the United States in like manner as fees and compensation are payable in criminal causes under existing laws: *Provided*, That the said tribunal of arbitration shall have power to limit the number of witnesses in each case where fees shall be paid by the United States: *And provided further*, That the fees and compensation of the arbitrators, clerks, stenographers, marshals and others for service of process, and witnesses under this act shall be examined and certified by the United States district judge of the district in which the arbitration is held before they are presented to the accounting officers of the Treasury Department for settlement, and shall then be subject to the provisions of section 846 of the Revised Statutes of the United States; and a sufficient sum of money to pay all expenses under this act and to carry the same into effect is hereby appropriated out of any money in the Treasury not otherwise appropriated: *Provided, however*, That not exceeding one thousand dollars shall be paid out of the Treasury of the United States to defray the expenses of any single arbitration under this act.

This bill passed the House, without amendment, and was referred

by the Senate to the Committee on Education and Labor, by whom it was reported favorably, without amendment.

For copies of these bills and information in regard to the action thereon, we are indebted to Hon. Oren W. Weaver, of the Bureau of Labor, Department of the Interior, Washington, D. C., from whom the following letter was received:

DEPARTMENT OF THE INTERIOR,
BUREAU OF LABOR,
WASHINGTON, D. C., September 20, 1887. }

Mr. C. J. MADDEN, *Secretary, State Board of Mediation and Arbitration, Albany, N. Y.:*

SIR.—Your letter of the date of September 16, asking for “copy of the act introduced at the last session of Congress, in relation to the establishment of a national board of arbitration, the President’s message on that subject, and the action of Congress,” has been received.

I enclose herewith the documents asked for. Bill 7081 was introduced in the House by Mr. Glover and referred to the Committee on Labor, who reported bill 7479 as a substitute. This substitute bill passed the House without amendment, and in the Senate was reported by the Committee on Education and Labor without amendment. This was the extent of the action in the first session of the Forty-ninth Congress, the bill not being put upon its passage in the Senate. I am informed that at the second session, February 28, 1887, this substitute bill was taken up in the Senate and passed, but neither an approval of it nor a veto of it was received from the President; hence it did not become a law.

Very respectfully.

OREN W. WEAVER,

Acting Commissioner.

The following laws, providing for the settlement of labor disputes and grievances by mediation and arbitration, have been enacted in the States of Colorado, Maryland, New Jersey, Iowa, Massachusetts, Pennsylvania, Kansas and Ohio:

COLORADO.

Section 9 of the law creating the Bureau of Labor Statistics, of Colorado, contains the following provisions for the settlement of labor disputes:

If any difference shall arise between any corporation or person employing twenty-five or more employees, and such employees, threat-

ening to result, or resulting in a strike on the part of such employes, or a lock-out on the part of such employer, it shall be the duty of the Commissioner, where requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance, and diligently seek to mediate between such employer and employes.

MARYLAND.

AN ACT to provide for the reference of disputes between employers and employes to arbitration.

SECTION 1. *Be it enacted*, By the General Assembly of Maryland, that whenever any controversy shall arise between any corporation, incorporated by this State, in which this State may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which shall, in the opinion of the Board of Public Works, tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works, shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same; and if, in their judgement, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration, and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of the said Board of Public Works in due form, for the submission of the said controversy to arbitration in such manner that the same may be finally settled and determined; but if the said corporation, or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and to report the same to the next General Assembly.

§ 2. *And be it enacted*, That all subjects of dispute arising between all corporations, and any person in the employment or service of such corporation, and all subjects of dispute between employers and employes, employed by them in any trade or manufacture, may be settled and adjusted in manner hereafter mentioned.

§ 3. *And be it further enacted*, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in manner following, that is to say: When the party complaining and the party complained of shall come before, or agree by any writing under their hands to abide by the determination of any judge or justice of the peace, it shall and may be lawful for said judge or justice of the

peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators, appointed under the provisions of this act, then it shall be lawful for any judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employes, who, together with such judge or justice of the peace shall have full power finally to hear and determine such dispute.

§ 4. *And be it further enacted*, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

§ 5. *And be it further enacted*, That it shall be lawful in all cases for any employer or employe, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

§ 6. *And be it further enacted*, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which such judge presides, and if the justice of the peace determining the same and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or non-suit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court and execution thereon shall be awarded as upon verdict, confession, or non-suit, in the manner provided in article 7 of the Public General Laws of Maryland, and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings,

and the same to be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon, and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

Approved *April 1, 1878.*

NEW JERSEY.

AN ACT to provide for the amicable adjustment of grievances or disputes that may arise between employers and employees.

SECTION 1. That whenever any grievance or dispute of any nature shall arise between any employer, joint stock association, company or corporation engaged in manufacturing, and his, their or its employes, it shall be lawful, by the mutual consent of the parties, to submit the same in writing to a board of arbitrators for hearing and settlement, which board shall be composed of five persons; a majority of said employes, at a meeting duly held for that purpose, shall have the power to designate two persons to act as arbitrators in their behalf, the employer, firm, joint stock association, company or corporation as aforesaid, shall have the power to designate two arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be the chairman of the board.

§ 2. That each arbitrator shall, before he proceeds to the business of the arbitration, take and subscribe an oath or affirmation, faithfully and impartially to hear and examine the grievance in dispute or question, and to discharge his duties as such arbitrator according to the best of his skill and understanding, which oath or affirmation shall be taken and subscribed before any officer authorized to administer the same.

§ 3. That when the said Board is ready for the transaction of business, it shall select one of its number to act as secretary whose duty it shall be, when ordered by the Board, to give at least two days' notice in writing to the parties to the dispute of the time and place of hearing the same, which notice may be served personally on the parties or by affixing the same to the principal outer door or gate of the establishment of said employer, firm, joint-stock association, company or corporation, or where, from any reason, service as aforesaid cannot be had, then the same may be served as said Board shall direct.

§ 4. That it shall be lawful for any justice of the peace, or the clerk of any court of record within the county wherein such Board of Arbi-

trators may be, to issue subpoenas for the production of books and papers, and for the attendance of witnesses before said Board, and if any such witness, when so subpoenaed, shall not appear in accordance with the command of such writ, or if appearing shall refuse to be sworn or affirmed and give evidence, he or she, as the case may be, shall be liable to the same fines and penalties as he or she would be by law for such default or refusal if committed in any court of record in this State.

§ 5. That the said witnesses shall be examined on oath or affirmation, which oath or affirmation the chairman of said Board is hereby empowered to administer; a majority of said Board may provide for the examination and investigation of books, documents and accounts pertaining to the matters in dispute and belonging to either party; *provided*, that the Board may unanimously direct that instead of producing books, papers and accounts before the Board, an accountant agreed upon by the entire Board may be appointed to examine such books, papers and accounts, and such accountant shall be sworn well and truly to examine such books, documents and accounts as may be presented to him, and to report the result of such examination in writing; before such examination the information desired and required by the Board shall be plainly stated in writing and presented to said accountant, which statement shall be signed by the Board; attorneys-at-law, or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the Board, but the same shall be as far as possible voluntary.

§ 6. That said Board may make and enforce rules for the government of itself and the transaction of business before it, and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the Board, and such other proof as may be given relative to the matter in dispute.

§ 7. That after the matter in dispute has been fully heard, the said Board, or a majority thereof, shall, within five days, render a decision thereon, which decision shall be reduced to writing, signed by the arbitrators agreeing thereto, and shall set forth such details as will clearly show the points considered by said Board and the nature of the decision; said decision shall be a final settlement of the matters referred to said arbitrators, and shall be binding and conclusive between the parties; it shall be executed in three parts, one copy of which shall be given to each of the parties to the dispute, and the remaining copy shall be filed in the office of the clerk of the county, there to remain of record.

§ 8. That when the said Board shall have reached a decision and filed their report, as set forth in section 7 of this act, its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section 1, and in such case such persons may submit their differences to the said Board, which shall have power to act and arbitrate and decide upon the same as fully as if said Board was originally created for the settlement of such other difference or differences.

§ 9. That the members of said Board shall not receive any compensation for their services, but the expenses of said Board may be met and paid by voluntary subscriptions, which the Board is hereby authorized to receive for the purpose.

§ 10. That all acts and parts of acts inconsistent with this act be and the same are hereby repealed.

Approved April 23, 1886.

IOWA.

AN ACT to authorize the creation and to provide for the operation of Tribunals of Voluntary Arbitration to adjust industrial disputes between employer and employes.

Be it enacted by the General Assembly of the State of Iowa :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration, and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry, *provided*, that at the time the petition is presented, the judge before whom such petition is presented, may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the people to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing or mining industry or business, who shall have petitioned for the tribunal, or have been represented in the petition therefore, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal from three names presented by the members of the tribunal remaining in that class in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives of both employers and workmen constituting the tribunal immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their members as chairman, and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal,

other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court-house or elsewhere, for the use of said tribunal, shall be provided by the county board of supervisors.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; *provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

§ 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of Iowa.

§ 9. Before the umpire shall proceed to act, the question, or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof, of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record, it shall be final and conclusive, and the proper court may, on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act, shall be as follows:

To the district court of _____ county (or to a judge thereof as the case may be), the subscribers hereto being the number, and having the qualification required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D, and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the _____ trade may be issued to said persons named above.

Employers.	Names.	Residence.	Works.	Number employed.

Employees.	Names.	Residence.	By whom employed.

§ 11. The license to be issued upon such petition may be as follows:

STATE OF IOWA, }
 COUNTY. } ss.:

WHEREAS, The joint petition and agreement of four employers (or representatives of a firm or corporation or individual employing twenty men, as the case may be), and twenty workmen have been presented to this court (or if to a judge in vacation so state), praying the creation of a tribunal, of voluntary arbitration for the settlement of disputes in the workman trade within this county and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen. Now in pursuance of the statute for such case made, and provided said named persons are hereby licensed, and authorized to be, and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen, for the period of one year from this date, and they shall meet and organize on the day of, A. D. at

Signed, this day of, A. D.

.....
 Clerk of the District Court of County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows:

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen composing a tribunal of voluntary arbitration hereby submit, and refer unto the umpirage of L (the umpire of the tribunal of the trade), the following subject matter, viz.: [Here state full and clear, the matter submitted], and we hereby agree that his decision and determination upon the same shall be binding upon us, and final and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out, the decision of the umpire when made.

Witness our names this day of A. D.

Signatures.

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decisions on the subject matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

Approved March 6, 1886.

MASSACHUSETTS.

AN ACT to provide for a State Board of Arbitration for the settlement of differences between employers and their employes. (St. 1886, chap. 263.) Amended by St. 1887, chap. 269.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July, in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State Board of Arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two ; *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July, in the year eighteen hundred eighty-seven, the governor, with the advice and consent of the council, shall appoint three members of the said Board in the manner above provided, one to serve for three years, one for two years, and one for one year, or until their respective successors are appointed ; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said Board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term ; and he may in like manner remove any member of said Board. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said Board shall choose one of its members as secretary, and may also appoint and remove a clerk of the Board, who shall receive such salary as may be allowed by the Board, but not exceeding \$900 a year.

§ 2. The Board shall, as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and council.

§ 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or still in equity exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this commonwealth, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done as submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

§ 4. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties; and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said Board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said Board. As soon as may be, after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have power to summon as witness any operative in the departments of business affected, and any person who keeps the records of wages earned in those departments,

and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the Board.

§ 5. Upon the receipt of such application and after such notice the Board shall proceed as before provided, and render a written decision which shall be open to public inspection, shall be recorded upon the records of the Board and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

§ 6. Said decision shall be binding upon the parties who join in said application, for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting the same in three conspicuous places in the shops or factory where they work.

§ 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration; such board may be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. The decision of such board shall be rendered within ten days of the close of any hearing held by it. Such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out, such as described in section eight of this act, is seriously threatened or actually occurs, the mayor of such city or board of selectmen of such town shall at once notify the State Board of the facts.

§ 8. Whenever it shall come to the knowledge of the State Board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section, or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the commonwealth, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred, or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State Board; and said State Board may, if it deems advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by section three of this act.

§ 9. Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the Board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the Board, and for such purpose the Board shall be entitled to draw from the treasury of the commonwealth as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

§ 10. The members of said State Board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year to be paid out of the treasury of the commonwealth, and both before and after said date they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the commonwealth.

PENNSYLVANIA.

AN ACT to authorize the creation, and to provide for the regulation of voluntary tribunals, to adjust disputes between employers and employed, in the iron, steel, glass, textile fabrics and coal trades.

Whereas, Differences arise between persons engaged in the iron steel, glass, textile fabrics and coal trades in this State, and strikes and lock-outs result therefrom, which paralyze these important industries, bring great loss upon both employer and employed, and seem to find their only solution in starvation or in farce, which does not accord with the teachings of humanity and the true policy of our law, and

Whereas, Voluntary tribunals, mutually chosen, with equality of representation and of rights, and a frank discussion therein by the persons interested, of the business questions involved, are the plain paths to mutual concession and cessation of strife, and the choice of an umpire by the parties themselves, to whose arbitrament the matters in dispute are to be submitted for final decision, if they shall fail to agree, is in accord with the practice and policy of this commonwealth; therefore,

SECTION 1. *Be it enacted, etc.*, That the presiding judges of the courts of common pleas, or the president judges thereof, in chambers, in the counties of Philadelphia and Allegheny, and of each of the other judicial districts of this commonwealth, shall have power and upon the presentation of the petition, or of the agreement hereinafter named, it shall be the duty of each of them to issue, in the form hereinafter named, a license or authority for the establishment, within their respective districts, of tribunals for the consideration and settlement of disputes between employers and employed in the iron, steel, glass, textile fabrics and coal trades, and each of them.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least fifty persons employed as workmen, by five or more separate firms, individuals or corporations within the county where the petitioners reside, or by at least five employers, each of whom shall employ at least ten workmen, or by the representatives of a firm, individual or corporation employing not less than seventy-five men in their business; and the agreement shall be signed by both of said specified numbers and persons; *provided*, that if, at the time the petition is presented, a dispute exists between the employers and the workmen, and that as a consequence there is a suspension of work, or owing to the nature of the dispute a suspension is probable, the judge before whom said petition is presented, shall require testimony to be taken as to the representative character of said petitioners, and if it appear that the

said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of the said tribunal may be denied.

§ 3. The persons signing said petition as workmen shall each have been a resident of the judicial district in which the petition shall be presented for at least one year; shall have been engaged in some branch of the trade they profess to represent for at least two years, and be a citizen of the United States. The persons signing the same as employers shall be citizens of the United States, and shall be, and shall have been actually engaged in some branch of the iron, glass, steel, textile fabrics or coal trade, within the judicial district for at least one year, and shall each employ therein at least ten workmen, of the class hereinbefore described, and may be a firm, individual or corporation, and the said petition shall be verified by the oaths of at least two of the signers, attesting the truth of the fact stated therein, and the qualification of the signers thereto.

§ 4. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form, and contain the names of the persons to compose the tribunal, being an equal number of each side, and of the umpire mutually chosen, the judge shall forthwith issue a license, substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, which shall be made a record in the Court of Common Pleas, over which said judge presides.

§ 5. If the petition shall be signed by the requisite number of either workmen or employers, and not by both, and be in proper form, the judge shall issue his license for the creation of such tribunal, conditioned upon the assent and agreement of the necessary number of that side to the issue, which shall not have signed the petition; which assent shall be in writing, signed by the requisite number, and contain the names of the members of the tribunal and the umpire, and upon the presentation of such petition and assent, the judge shall issue his license for a tribunal, as provided in section four of this act; but if no such assent shall be obtained within sixty days from the date of the conditional license, the petition shall be taken as dismissed, but if the assent be signed, a record shall be made of the license, as if made upon original agreement.

§ 6. One of the said tribunals may be created for each of the trades named in the first section of this act, in each judicial district; they shall continue in existence for one year from the date of the license creating them, and may take jurisdiction of any dispute between

employers and workmen who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge, out of the three names presented to him by the members of the tribunal remaining of that class in which the vacancies occur. Removal to an adjoining district shall not cause a vacancy in either the tribunal or the post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place shall only be filled by the mutual choice of the whole of the representatives of both employers and workmen constituting the tribunal. The umpire shall only be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same, and upon questions affecting the price of labor; it shall in no case be binding upon either employer or workmen, save as they may acquiesce or agree therein after such award.

§ 7. The said tribunal shall consist of not less than two employers or their representatives, and two workmen. The exact number, which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their number as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

§ 8. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. Each city or county in which such tribunal shall be created, shall pay for the fuel, lights and the use or rent of a room and furniture, for the same which it is hereby authorized to obtain, but the cost of the same shall only be paid upon sworn vouchers, submitted to, and approved by, the proper judge of the judicial district.

§ 9. When no umpire is acting, the chairman shall have power to administer oaths, sign subpoenas, orders, notices and other proceedings of the board; and when the umpire shall be acting, this authority shall be vested in him, and all of

the authority vested in boards of arbitrators by the compulsory arbitration act of June sixteenth, one thousand eight hundred and thirty-six, for procuring witnesses, preserving order and obtaining proofs, shall be and is hereby vested in such umpire when acting. Attorneys-at-law, or other agents of one side or the other, shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire; but the same shall be as far as possible voluntary, and upon examination of proofs and witnesses, by the tribunal itself and the umpire. When the umpire is acting, he shall preside; and his determination upon all question of evidence, or otherwise in conducting the inquiries then pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen, submitted to the tribunal, and such committee may hear and settle the same finally, when it can be done, by a unanimous vote; otherwise the same shall be reported to the full tribunal and be there heard, as if the question had been originally examined by it. The said tribunals, in connection with the umpire, shall each have power to make, ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any provisions of the constitution and laws of Pennsylvania.

§ 10. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final. The umpire shall be sworn to impartially decide the question submitted. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. When such award shall be made and signed by the umpire, it may be made a matter of record by producing the same within thirty days, with the submission in writing, to the proper judge. If he approves the same, he shall indorse his approval thereon, and direct the same to be entered of record. When so entered of record, it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgement thereon, and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 12. The form of the joint petition or agreement, praying for a tribunal as named in section four of this act, may be as follows :

To the presiding judge, Judicial District, or to the
presiding judge of the Court of Common Pleas, the county of
..... (as the case may be.)

The subscribers hereto, citizens of the said judicial district, and of the United States, being the number thereof and with the qualifications required by the act known as "The Voluntary Trade Tribunal Act of one thousand eight hundred and eighty-three," being desirous of establishing a tribunal under said act for the settlement of disputes in the trade, and having agreed upon A B, et cetera, representing the employers, and C D, et cetera, representing the workmen, as members of the said tribunal, who each possess the qualifications required by said act, and having also agreed upon E F, of, as the umpire of the said tribunal, pray that a license for a tribunal in the trade may be issued to them.

And they will ever pray, et cetera.

Employers.	Names.	Residence.	Works.	Number of employees.

Employees.	Names.	Residence.	By whom employed.

The oath to be annexed to such joint petition shall be substantially as follows:

PENNSYLVANIA,
..... COUNTY. } ss.:

A, B and C, two of the signers to the foregoing petition, being duly sworn, say that the facts set forth in the same are true; that the five employers signing such petition have been actually engaged in the trade within this judicial district for at least one year, and each do now employ at least ten workmen signing said petition, have each been resident therein for one year; have been engaged in the trade as workmen for at least two years, and (have been or are) actually employed at the places named in the signatures to said petition in such trade.

....., A. B.

....., C. D.

And the same shall be sworn and subscribed before a justice of the peace or alderman of the proper district.

§ 13. The license to be issued on such joint petition may be as follows:

PENNSYLVANIA,
..... COUNTY. } ss.:

..... JUDICIAL DISTRICT.

Whereas, The joint petition and agreement of five employers and fifty workmen has been to me presented, and now placed on record, praying the creation of a tribunal for the settlement of disputes in the trade within this district, and naming A B, C D, E F, and G H, as members of said tribunal, and I J as the umpire thereof. Now, in pursuance of the authority given by the Voluntary Trade Tribunal act of 1883, I have licensed and authorized, and do hereby license and authorize the said named parties to be and exist as a tribunal under the said statute, for the settlement of disputes between employers and workmen in trade, for the term of one year, with all the powers conferred by the Voluntary Trade Tribunal act of 1883, and it shall meet and organize on the day of, A. D. 188., at

A record hath been made of this license.

Witness my hand and seal of the court, at this day of, A. D., 188..

.....
Presiding Judge.

§ 14. The forms of the submission and the awards may be as follows:

Form of Submission.

We, A B of one part, and C D of the other part, under the provisions of Voluntary Trade Tribunal act of 1883, have submitted and referred, and do hereby submit and refer unto the umpirage and decision of E F, the umpire of the trade tribunal of the trade for the judicial district the following subject matter, that is to say:

(Here state fully and distinctly the question submitted,) and his decision and determination upon the same shall be binding upon us, and final and conclusive upon the question thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our hands and seals this day of, A. D., one thousand eight hundred and eighty-.....

(Signature.)

Form of Award.

I, E F, the umpire of the trade tribunal of the judicial district, in pursuance of the foregoing instructions, having been sworn and having heard the parties and their proofs bearing upon the question submitted for my decision and umpirage, have decided and do hereby decide as follows:

(Here insert distinctly the decision.)

and do hereby certify to the presiding judge of the judicial district that this is my award and determination of the subject matter to me referred.

Witness my hand and seal at, this day of, A. D., 188..

..... [L. S.]
Umpire.

Approved the 26th day of April, A. D., 1883.

KANSAS.

AN ACT to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That the district court of each county, or a judge thereof, in vacation, shall have the power, and upon the presentation of a petition, as hereinafter provided, it shall be the duty of said court, or judge to issue a license or authority, for the establishment, within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration, and settlement of disputes between employers

and employed, in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals or corporations within the county, who are employers within the county; *provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitions, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf, as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employer or workmen, and be in proper form, the judge shall forthwith cause to be issued a license authorizing the existence of such a tribunal, and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; *provided*, that said award may be impeached for fraud, accident, or mistake.

§ 5. The said tribunal, when convened, shall be organized by the

selection of one of their number as chairman and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts, necessary, material and pertaining to the matters in bearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of the State; *provided*, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money,

may issue final and other process to enforce the same; *provided*, that any such award may be impeached for fraud, accident or mistake.

§ 10. The form of the petitions praying for a tribunal under this act shall be as follows:

To the District Court of County (or judge thereof, as the case may be) : The subscribers hereto, being the number and having the qualifications required in this proceeding being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining, and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

§ 11. This act to be in force and take effect from and after its publication in the official State paper.

Approved, February 11, 1886.

OHIO.

PASSED February 10, 1885.

AN ACT to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That the Court of Common Pleas of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of the petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of trade disputes between employers and employees in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least forty persons employed as workmen and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least ten workmen, or by the representative of a firm, corporation or individual employing not less than forty men in their trade or industry; *provided*, that at the time that the petition is presented, the judge before whom said petition is presented, may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the

establishment of the said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form, and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the Court of Common Pleas of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry or business who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from the names presented by the members of the tribunal remaining of that class in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or the post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of said representatives of both employers and workmen constituting the tribunal, immediately upon the organization of the same. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their number as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county but, the expenses of the tribunal, other than fuel, light and the use of the room and the furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court-house for the use of said tribunal shall be provided by the county commissioners.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; provided, that the tribunal may unanimously direct that, instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys-at-law or other agents of either party to the dispute shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

§ 8. When the umpire is acting he shall preside, and he shall have all the powers of the chairman of the tribunal; and his determination upon all questions of evidence, or other questions, in conducting the inquiries then pending shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal and such committee may hear and settle the same finally, when it can be done, by a unanimous vote, otherwise the same shall be referred to the full tribunal, and be there heard, as if the question had not been referred. The said tribunal, in connection with the umpire, shall have power to make, ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of Ohio.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the Court of Common Pleas of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the Court of Common Pleas of county (or to a judge thereof, as the case may be):

The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for the tribunal in the trade may be issued to said persons named above.

Employers.	Names.	Residence.	Works.	Number employees.

Employees.	Names.	Residence.	By whom employed.

§ 11. The license to be issued upon such petition may be as follows:.

STATE OF OHIO, }
 COUNTY. } ss.:

WHEREAS, The joint petition and agreement of four employers (or representatives of a firm, corporation or individual employing forty men, as the case may be), and forty workmen has been presented to this court [or if to a judge in vacation, so state], praying the creation of a tribunal of voluntary arbitration for the settlement of disputes in the trade within this county, and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen. Now, in pursuance of the statute for such case made and provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen for the period of one year from this date, and they shall meet and organize on the day of, A. D.,, at

Signed this day of, A. D.

.....,
Clerk of the Court of Common Pleas of County.

§ 12. When the tribunal agrees to submit a matter in controversy to the umpire, it may be in form as follows:

We, A, B, C, D and E, representing the employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of the trade), the following subject matter, namely: [Here state fully and clearly the matter submitted.] And we hereby agree that his decision shall be binding upon us, and final and conclusive upon the question thus submitted; and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our names this day of, A. D.,

[Signatures.]

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decisions on the subject matter submitted. And when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

In addition to the means provided by law for the investigation and settlement of such difficulties, there are several methods which have been adopted by labor organizations and employers' associations. In some cases the labor organization appoints a committee of employes to visit their employer and request an increase of wages, protest against a reduction, or demand the redress of some other grievance. Others have what is known as a grievance committee, to whom the request or demand is referred; and if, after investigation, it is considered of sufficient importance to warrant such action, it is referred to a committee of the central body to which the union is attached, known as an arbitration committee. This committee visits the employer and endeavors to effect a settlement. In other cases they have what are called shop committees, frequently termed arbitration committees. In the case of the Hatters' Union, as well as other labor organizations, where these shop committees exist and have supervision over difficulties, they never attempt to settle a question which affects the shop in which they are employed.

These are only a few of the methods of arbitration adopted by labor organizations, and such committees are in reality only committees of conciliation.

Mr. D. J. Hagerty, president of the Hat Finishers' International Association of North America, writes to the Board on this subject as follows:

"After a good many years' experience of strikes and lock-outs, the majority of the members of our organization concluded that a change was desirable. They were tired of the troubles which were constantly occurring in many of the factories. When trade was good, and labor scarce, employes would demand increased wages, without taking the trouble to find out whether the condition of their employers' business would admit of the increase. When trade was dull and labor plenty, the employer would cut down wages, often admitting that he was acting in a spirit of retaliation. For the purpose of attempting to overcome this state of affairs, the following law was passed at a convention of our association, which was held during the month of June, 1880, in the city of Orange, N. J.:

"In case of a dispute between an employer and his employes which cannot otherwise be settled satisfactorily to either side, it shall be the

duty of the president of the local association to appoint an arbitration committee, which shall hear both sides of the question, and their decision shall be final, unless overruled by a two-third vote of the local association at its next regular or special meeting. No person employed in the shop where the dispute may be shall be appointed on said committee. When an increase in price is demanded in any shop under our jurisdiction, and the employer refuses to comply with the demand, the men in the shop shall keep to work at the existing price until such time as the arbitration committee have given their decision. When the employer wishes to reduce the price, the men in the shop shall remain at work at the old price (if allowed to do so by the employer) until such time as the arbitration committee have given their decision, if appealed to.'

"This law was in operation successfully for about five years, and prevented a great deal of trouble in our trade. Of course, many manufacturers used to argue very logically, that a committee composed entirely of journeymen could not be considered a fair arbitration committee, as when a dispute occurred they were likely to be prejudiced in favor of their fellow journeymen. But as a matter of fact, in most of the cases that came under my observation I found that the members of the committees felt the importance of the responsibility which rested on them, and acted with impartiality and courage. The best feature of the system, however, was that its action compelled both parties to a dispute, to take a little time for contemplation before taking a sometimes irrevocable step. It gave room for second thought, and sometimes led to the reconsideration of a hasty determination to fight. But the law did not satisfy some of the manufacturers, and was ignored by them. After having considerable trouble on this account, the journeymen's associations invited the manufacturers to form an organization of their own, so that representatives of the employers and employes might confer and arrange arbitration and other laws for the benefit of both parties. The manufacturers acted on this suggestion, and formed the National Hat Manufacturers' Association, comprising local associations in every hatting district. The Hat Manufacturers, Makers and Finishers' Association then jointly adopted the following law on arbitration:

"All disputes between the manufacturers and employes shall be settled by arbitration, without unnecessary delay. In cases where shop's crews cannot agree with employers, the disputed points shall be referred to arbitration, in which each side shall have an equal representation; and in case the arbitrators cannot agree, an outsider not identified with the business shall be called in, and his decision

shall be final and binding upon both sides. Each shop shall regulate its own prices, which shall be made at the beginning of each season, and bills once established shall hold good through a season of six months.'

"They also created a joint executive committee to see that this, as well as all other laws of the three associations, were properly carried out. While this, as well as every other law that has ever been made, brings out some objections, yet the great body of our trade is pleased with it. Under it we have a great deal less friction, and a great deal more harmony between employers and employes than we ever enjoyed before. In closing, I wish to say that from my experience with arbitration, I judge that the people of this country would rid themselves of the sad sights which are now being forced on them in different parts of our nation, if compulsory arbitration laws could be enacted and enforced by State and National governments."

On the part of employers' associations, the usual method adopted is to submit the question in dispute to a committee of the association, who investigate the matter, and after the report of such committee is received, the employer is instructed as to what course he should follow.

We are sorry to state that in only a few instances has provision been made for permanent voluntary boards of arbitration, consisting of an equal number of employers and employes, to whom disputes arising in a particular industry or trade are referred. We are of opinion that if such a board was appointed in each trade or calling, the members thereof to serve for a stated period, and meetings to be held from time to time for the consideration of disputes, provision being made for appeal, in case of disagreement, to this Board, there would be little or no contention between capital and labor, and strikes and lock-outs would no longer be resorted to.

In this connection we call attention to the voluntary arbitration board organized by agreement between the firm of Straiton & Storm, cigar manufacturers, of New York city, and their employes. This board, which was formed in January, 1879, has ceased to be an experiment. It is said to have grown out of the friendly relationship established through the influence of a benevolent organization formed in the factory. This society brought the employers and employes into closer relations, and made it possible for them to talk about their common interests. In a letter of recent date Mr. George Storm informed us that no difficulty or grievance has arisen between the firm and its employes during the past year, and they have had no occasion to submit anything to the board for settlement.

The constitution and by-laws of this board of arbitration are as follows:

ARTICLE I.

SECTION 1. The firm of Straiton & Storm and their workmen herewith agree to organize a board of arbitration to whom shall be submitted all questions of wages and such other matters as may be in dispute between employer and employee.

ARTICLE II.

SECTION 1. The workmen of the firm of Straiton & Storm shall elect at a regular annual meeting, forty delegates, as hereinafter set forth.

§ 2. The hand-workmen shall elect fifteen delegates, as follows : Four from the second floor, seven from the third floor, four from the factory in Thirty-third street.

§ 3. The rollers shall elect eleven delegates, as follows : Four from the fourth floor, four from the fifth floor, three from the factory in Thirty-third street.

§ 4. The bunch-makers shall elect seven delegates, as follows : Three from the fourth floor, three from the fifth floor, one from the factory in Thirty-third street.

§ 5. The packers shall elect seven delegates, as follows : Four from the sixth floor, one from the first floor, two from the factory in Thirty-third street.

§ 6. Bunch-makers, to be eligible as delegates, must be twenty-one.

§ 7. The annual election of delegates shall take place on the last Monday in June. Nominations are to be made one week before election.

§ 8. Should the number of delegates at any time be less than ten, they shall elect by ballot and for the unexpired term the whole number of delegates, as provided for in section 1, article 2.

§ 9. Only such employes, who have been in the employ of the firm six months previous to each election, shall be eligible as delegates.

§ 10. Only such employes, who have been in the employ of the firm four weeks previous to the annual election, shall have the right to vote for delegates.

ARTICLE III.

SECTION 1. One week after the annual election, the delegates thereof, chosen by the different branches of employes, shall meet separately, organize, and elect from their respective delegations their representatives in the board of arbitration.

§ 2. The board of arbitration shall consist of fourteen members, as follows: Three hand-workmen (3), two rollers (2), one bunch-maker (1), one packer (1), two members of the firm (2), five foremen (5).

§ 3. Immediately after the election of the representatives of the workmen to the board of arbitration, the same shall meet and organize by the election, through ballot, of a president and a secretary.

§ 4. At all the meetings of the board of arbitration, the firm of Straiton & Storm, and its representatives, shall constitute part of the said board, as specified and set forth in section 2, article 3.

§ 5. Should vacancies occur in the board of arbitration, the delegates of the respective branches immediately shall proceed to fill such vacancies as specified and set forth in section 1, article 3.

ARTICLE IV.

SECTION 1. The board of arbitration shall hear such evidence as may appear to be necessary to a proper understanding of the questions before the board.

§ 2. All questions shall be decided by an open vote. At any final vote, the names of the members of the board shall be called in alphabetical order, and the vote is to be given in "aye" or "nay."

§ 3. The decisions of a majority of the board of arbitration shall be binding on all parties concerned.

§ 4. All decisions affecting the interests of either employers or employes must be had in the presence of a full board.

§ 5. Whenever, at any meeting, a final vote is to be taken on any main question, all the delegates of the different branches shall be present at such meeting.

§ 6. If a member of the board is absent at any meeting whereat a final vote on any main question is to be taken, the place of the absent member shall immediately be filled by the respective delegation.

§ 7. Whenever any question, on which a final vote is to be taken, is properly before the board, meetings shall be held daily until the said matter has been decided upon.

ARTICLE V.

SECTION 1. At a tie vote on any main question, and after five ballots, each member of the board, with the exception of the president, shall name one person, who there and then shall join the board for the purpose of electing an arbitrator.

§ 2. The workmen shall confine the selection of said persons to the delegates of their respective branches.

§ 3. The firm shall confine the selection of said person to persons connected with the firm either as employers or employes.

§ 4. The arbitrator shall be elected by a majority of the whole twenty-seven votes cast.

§ 5. Pending the election of the arbitrator, motions for recess or adjournment are not in order.

§ 6. After the election of the arbitrator the functions of thirteen persons chosen as temporary members of the board as specified and set forth in the first, second and third sections, article 5, shall cease, and the said persons shall retire.

§ 7. Immediately after his election, the arbitrator shall, for the time being, become a member of the board, but his functions shall cease with the final transaction of the business then before the board.

ARTICLE VI.

SECTION 1. If the firm of Straiton & Storm, at any time, should arrive at the conclusion that the board of arbitration no longer answers its purposes — namely the fair and equitable adjustment of all differences between their employes and themselves — then the firm shall give written notice to the president and secretary of the said board of arbitration, as it is then constituted, of their unwillingness to be bound by the decision of the said board. *Three* months after such notification the functions of the board of arbitration shall cease to be binding on either party, and the said board shall be abolished.

§ 2. If the employes of Straiton & Storm, who are governed by the decisions of the board of arbitration, at any time should arrive at the conclusion that the said board no longer answers its purposes as specified in section 1, article 6, and a petition be presented to the firm with the signatures of one-third of such employes thereto attached, demanding the abolition of the said board of arbitration, then the employes governed by the said board shall vote upon the question; if it should appear that two-thirds of their number favor the abolition of the said board of arbitration it shall, at the expiration of three months, cease to exist, and all things pertaining thereto shall be null and void.

BY-LAWS.

ARTICLE I.

SECTION 1. It shall be the duty of the president to preside at all meetings, preserve order, and decide all points of parliamentary law.

§ 2. Whenever requested by a majority of the men interested, the secretary shall notify each member of the board of arbitration of the time and place of a meeting of said board to be held within *three* days of the date of such request.

§ 3. The meeting shall be called to order within fifteen minutes of the appointed time.

§ 4. *Seven* members shall constitute a quorum for the transaction of all business, except the casting of a final vote on any main question.

ARTICLE II.

SECTION 1. *One of every fifty* employes shall have the privilege to appear before the board of arbitration to represent their case, but such representation shall never be less than three.

§ 2. Such representatives may present their views in writing or otherwise.

§ 3. If verbal, they shall confine their remarks to the subject then before the board, and they shall not occupy more than fifteen minutes.

§ 4. In no case shall these representatives enter into any other discussion than a plain statement of their case. The representatives shall be bound to answer such questions as the members of the board may lay before them.

§ 5. Such representatives shall not be members of the board of arbitration or of the delegations constituting the same.

Approved at a meeting of the board of arbitration.

May 31, 1884.

MEMBERS OF BOARD.

FLORENCE HERBEN, PRES., (Hand worker).

CHARLES A. JORDAN, SECRETARY, (Packer).

CHARLES GOEDEL, (Roller).

THOMAS MATTIES, (Roller).

CHARLES HOLTZ, (Hand worker).

Representing Employes.

HERMAN LEONHARDT, Foreman.

JOHN JOCHUM, Foreman.

WILLIAM KUHNE, Foreman.

JOHN STRAITON of Firm.

Representing Firm.

INDUSTRIAL ARBITRATION IN ENGLAND.

We are informed by reliable authority that industrial arbitration and conciliation had their origin in France early in the present century. The system established was the outgrowth of the trade guilds which had existed in that country and regulated trade matters, in some cases from the middle ages. Those were abolished during the last days of the reign of Louis XVI. After a few years of imperfect legislation, in 1806 Courts of Arbitration and Conciliation were established by law. In Great Britain a law similar in character to the French law has been on the statute books since 1824, but so little use has been made of its provisions that its existence was practically forgotten. Previous to 1860, a year which marks an epoch in the history

of industrial arbitration in England, it had been frequently applied to the settlement of industrial disputes. Late in that year, the first permanent voluntary board of arbitration in England was established in the hosiery and glove trade, at Nottingham. This trade is one of the most localized in Great Britain, being carried on mostly in the vicinity of Nottingham. According to all accounts, the relations between employers and employes in these trades, prior to 1860, were as ugly as could be imagined. From 1710 to 1820 there is a frightful list of murders, riots, arson and machine breaking. An act was passed by parliament, early in the century, punishing machine breaking with death; and in 1816 six persons suffered this penalty. During the remaining forty years of the century and a half from 1710, while the worst features of this industrial strife nearly or quite disappeared, the relations were in no wise improved. Suspicion, distrust, hatred, were the sentiments cherished by the workmen towards the employers; and arrogance, oppression and hatred were returned. Strikes and lock-outs were continually occurring. In 1860 there were three strikes in one of the three branches into which the trade is divided. One lasted eleven weeks. It was during this last strike that the Board of Conciliation and Arbitration was formed. At a meeting of the manufacturers a committee of three was appointed to invite the workmen to a conference, which was accepted. The result of this action was the formation of the first permanent board established. The rules adopted were simple and have worked so well, in most particulars, that they have hardly been amended since they were made. The board consist of equal numbers of operatives and manufacturers, elected for one year. The delegates have full powers, and the decisions of the board are considered binding upon all. A committee of inquiry is provided for, to whom all differences must be referred before being acted upon by the board. This committee has no power to make awards, acting only as mediators. One of the invariable conditions of any arbitration is that work shall be continued pending the trial of the case. The benefits the board has conferred on the hosiery and glove trade are incalculable. Confidence and mutual respect exist where formerly all was suspicion and hatred. Strikes and lock-outs are unknown; contact has developed respect.

Since 1860 permanent voluntary boards have been established in several trades throughout England, the systems resorted to varying more or less from that established in Nottingham in that year. In the building trades, manufactured iron trade and coal trade arbitration has been successfully carried into effect, deciding many trade disputes

and saving millions of dollars that would have been lost through strikes or lock-outs. In the lace trade of Nottingham the board was a complete success for upwards of fifteen years. In the pottery trade, iron and stone mining, quarrying, chemical, boot and shoe trade, and other industries, has arbitration been successfully tried. The tendency is at present towards this means of settlement of disputes.

Mr. Thomas Burt, Secretary of the Northumberland Miners' Mutual Confident Association, writing to the board, says:

"I am a strong believer in arbitration and have for many years advocated the principle as a means of settling labor disputes. From 1873 to 1878 we had, in connection with the Northumberland coal trade, five wages disputes which we referred to arbitration. These were all adjusted without stoppage of work. In the neighboring county of Durham several cases were similarly settled. Recently, however, the coal owners have declined to arbitrate, and within the last few years, I am sorry to say, we have had two very disastrous strikes. Our local disputes are still, I am glad to say, settled by a joint committee, consisting of six representatives of the employers and an equal number of representatives of the workingmen. The committee is presided over by an independent gentleman, the county court judge being the president at the present time. The same plan is in operation in the county of Durham, and in both cases with the best results. There are over 100,000 workmen who have their wages regulated by a system of conciliation and arbitration."

ARBITRATION IN FRANCE.

In France courts exist, called *Conseils des Prud'hommes*, organized under the laws of the country. They consist, in each case, of a president and vice president, appointed by the government, and six other persons appointed by the employers and employes. It is stated by reliable authority that "the result in ninety-five out of one hundred cases brought before these boards leaves a reconciliation between the parties, and although appeals are permitted to the superior courts of law, they are rarely made."

The following account of these arbitration courts is taken from the report of Mr. Jackson H. Ralston, made to the International Typographical Union, at its session in Washington:

CONSEILS DES PRUD'HOMMES.

There exists in France a court under the above name which presents many features of interest to us as workingmen. The principal origin of this body is not very clear. It appears to have sprung into exist-

ence long ago among the fishermen of the south coast of France. There, placing a case in the hands of a *prud'homme*, seemed to signify its reference to a man of integrity, and one who was able to consider justly the question in dispute. It appears also to have existed anciently in Paris, but it was renewed and revived under Napoleon I. Under his empire this court was given a general application, and began to assume its present powers.

First, then, as to the formation of the court. It consists of not less than four members, and is composed equally of masters and men. A president is chosen by the government, and if that president be a man already elected as a *prud'homme*, the vacancy is to be supplied by a new election. The president is to be a master, although under the republic of 1849 the president was a master or a workman for alternate periods of three months, and was selected from among the number elected. All masters or all workmen who have attained the age of thirty years, and who know how to read and write, are eligible as *prud'hommes* for their respective classes.

When a sufficient number of persons of a particular trade desire that the *Conseil Prud'homme* be established among them they make application to the Municipal Council, and this application is referred by them to their Chamber of Commerce. The demand is subsequently transmitted by the Prefect to the Minister of Commerce and Public Works accompanied with the deliberation of the Chamber of Commerce and the determination of the Municipal Council, giving a pledge to appropriate the sums necessary to pay the expenses of the proposed *Conseil Prud'homme*. A table is also given indicating the number of industries to be placed under the jurisdiction of the projected council, the number of *prud'hommes* to be elected for each one, and the number of workmen effected. After this is done the government has the right to authorize as many councils as there are different interests to be represented.

The council being empowered to proceed, we come next to the manner of its selection.

Notice is posted through the town for all workmen or employers of the specified trades to appear at the *mairie*, or seat of government of the *arrondissement*, and become enrolled. The two classes are enrolled in different books, and care is taken to see that those desiring to vote actually belong to the trade specified. A day is named, the list being complete, and a ballot is conducted in the ordinary manner. An absolute majority is required on the first ballot to secure election. This not being secured, a simple plurality will elect on a second ballot.

The council being elected, a president and vice-president are named by the government, and a secretary is named by the Prefect upon the nomination of the president of the council. The council is then divided into the general bureau and the special bureau.

The special bureau is for the conciliation of disputants. All matters subject to the jurisdiction of the *prud'hommes* come before it, first, when an effort is being made to bring the parties to an understanding, and frequently such advice is given as to remove the necessity for further difficulty.

Two-thirds of all cases are settled here, as I am informed by a *prud'homme*.

This bureau is conducted by two *prud'hommes*, one a master and one a workman, and a sitting is given at least once a week.

The general bureau is for the determination of all cases appealed from the special bureau. It consists of at least four members, two of its members being detailed for specified periods to serve as judges for the special bureau, while at the same time continuing and acting as members of the general bureau. The general bureau is a court of last resort for all cases coming under its jurisdiction and not involving more than two hundred francs.

The *Conseil Prud'homme* is chosen for six years, one-half of its members being elected every three years. The masters serving in it receive no compensation, but the workmen in Paris receive ten francs for each sitting. The expenses are provided for by the municipal council of the vicinity in which it sits.

The powers of the *Conseils des Prud'hommes* are various.

All designs which it is desired to secure by patent are deposited under seal at the seat of the council and preserved in its archives, the date of the deposit being affixed. All disputes as to property in designs are settled by the *prud'hommes*. Disputes as to balances of moneys due by merchants to the master of a workshop are carried before the *prud'hommes*.

The first law authorizing the institution of this court says that the *Council of Prud'hommes* "is instituted in order to terminate by conciliation the little differences which arise daily between the manufacturers and the workmen or the workshops and their companions or apprentices."

All disputes concerning apprentices or the proper manner of carrying out the contract of apprenticeship are determined by the *prud'hommes*.

I desire to call attention to the system of the selection of apprentices formerly carried out in France, and touched upon above. Under

that system printers were intelligent men. We so frequently find among ourselves those whose lack of education has unfitted them for an occupation, that anything which offers a breakwater for the future against incompetent boys must be regarded with interest. The evil, however, has been, and undoubtedly is, greater in France than in our own country, on account of the lower standard of intelligence prevailing among artisans in that country.

We are told that masters or "bosses" will select the more intelligent boys, because these will bring them the greater profit. Whatever plausibility there may be in this remark, we find in practice that boys are selected frequently because of personal considerations, and with little or no regard to their qualifications.

As elsewhere remarked, the *Concil of Prud'hommes* is given jurisdiction over all questions concerning apprenticeships which may arise. The apprenticeship laws deserve our attention in several respects. The duration of labor for apprentices under fourteen years of age must not exceed ten hours; from the ages of fourteen to sixteen, no more than twelve hours; and no apprentice under sixteen years of age can be called upon to work at night, when time is considered as being 9 o'clock in the evening and 5 o'clock in the morning. On Sundays and legal *fété* days the apprentice cannot be required to labor. The master is to teach the apprentice progressively and completely the art, trade or profession to learn which is the object of the contract. The first two months of the apprenticeship are considered as a time of trial, during which the contract can be annulled by the will of either of the parties. This last provision is, perhaps, particularly worthy of notice, and should not be overlooked in the efforts now so constantly being made to obtain good apprenticeship laws.

The persons who are subject to the jurisdiction of the councils are the manufacturing merchants, chiefs of workshops, assistants, overseers, workmen and apprentices. These cease to be thus subject when the disputes concern other affairs than those which are relative to the branch of industry which they carry on and the agreements of which that industry is the object. In such cases they go before the usual judges.

It is made the duty of the *Conseil Prud'homme* to keep an exact register of the number of workmen employed in the different occupations, which information is furnished to the Chamber of Commerce when required. To obtain this information the council is authorized to enter the workshops.

The foregoing will serve to give an idea of the formation, jurisdiction and powers of the *Conseil Prud'homme*.

The cost of bringing a suit before it is trifling, and thus justice is within easy reach of all. The procedure is very simple. A workman, for instance, believes himself to have been defrauded by his master. The master is cited to appear before the bureau of conciliation. There an effort is made to adjust the differences which have arisen. A different remedy is, perhaps, pointed out to the workman, or the master may be urged to pay the sum demanded. If no settlement is reached, or if either party does not wish to abide by the judgment of the bureau of conciliation, an appeal is granted, and the opposite party is summoned to appear the following week before the general bureau. There each party presents himself without attorney. The plaintiff states his case, the defendant likewise, and either party may question the opposite, through the president-judge. The parties may be sworn to tell "the truth and the whole truth." After this examination the president announces the decision of the council, upon which immediate execution is granted. If the witnesses are examined they are required to state their relationship, if any, to the parties, and their interest in the matter of controversy. They are questioned apart from each other, no witness being allowed to be present while others in the same cause are being examined.

A brief review of the *prud'hommes* of Paris will give us an idea of the extent to which this system is carried out in France. The great divisions of the court are illustrated in the following table:

Divisions of Occupations.

	No. of prud'- hommes, mas- ters and work- men included.	No. of indus- tries they rep- resent.
METALS.		
First category.....	4	182
Second category.....	6	60
Third category.....	6	53
Fourth category.....	6	34
Fifth category.....	4	26
TISSUES.		
First category.....	4	114
Second category.....	4	17
Third category.....	6	63
Fourth category.....	4	15
Fifth category.....	4	19
Sixth category.....	4	7

Divisions of Occupations — (Continued).

	No. of prud'- hommes, mas- ters and work- men included.	No. of indus- tries they rep- resent.
CHEMICAL PRODUCTS.		
First category	4	150
Second category.....	4	26
Third category.....	4	28
Fourth category.....	6	22
Fifth category.....	4	36
Sixth category	4	33
VARIOUS INDUSTRIES.		
First category	6	30
Second category.....	4	79
Third category.....	4	14
Fourth category.....	4	11
Fifth category.....	4	28
Sixth category	4	37
Total.....	104	1,084

I have given the figures above because they show the great extension of the *Prud'homme Court* in Paris, and also as illustrating in a measure the division of industry in that city; we find 1,084 trades under the jurisdiction of the *Prud'hommes*. In such a great variety of occupations it became almost impossible to give the greatest perfection to the principle. Many trades not entirely similar are united together, but in this regard great care has been exercised, and it is believed that the chances of what might have been an evil are reduced to a minimum. We find in the same category with the composers, the binders, stereotypers, proof-readers, type-founders, pressmen, lithographic printers and other analogous occupations.

The *Court of Prud'homme* possesses many advantages over our method of referring similar matters to the judgment of the justices of the peace. It is quicker and less expensive. It guarantees judges equally as impartial and assuredly as able as the justices of the peace chosen by a caucus are found to be among us. Moreover the, *Prud'-hommes* are men acquainted with the business usages of the trade affected by a dispute, and are, therefore, practical judges.

It was my good fortune to be present at several sessions of the bureaux of the Council, and I was struck with the anxiety shown to render exact justice. The Council seemed to me to be emphatically a

court of workmen. In our courts we know that the employer is always at an advantage. In France master and workmen meet upon equal ground, and each defends his own cause. Therein exists a spirit of the most exact equality; the workman and the master each and equally concede its impartiality and justice. Such has been the testimony of all acquainted with the matter with whom I have been brought in contact.

This system should be adopted in our own country, with necessary modifications, I have no doubt. To cause its institution in many of our States, requires but the effort and disposition of a few earnest men. Its universal adoption would secure the removal of many petty grievances from which we so frequently suffer.

Mr. Joseph D. Weeks, Special Commissioner of the State of Pennsylvania, in his comprehensive report to his excellency, Governor Hartranft (December, 1878), says:

"The workings of those courts (*Conseils des Prud'hommes*) have been beneficial to French industry, especially in conciliation, by which more than ninety per cent of all cases brought before the tribunals are settled. In 1847, the sixty-nine councils then in existence, had before them 19,271 cases, of which 17,951 were settled by conciliation in the private bureau; 519 more by open conciliation, and in only 529 cases was it necessary to have formal judgment. In 1850, of 28,000 cases, 26,800 were settled by conciliation. There were, at the close of 1874, 112 councils in France. This is a most satisfactory showing; but it falls far short of expressing the great benefit these councils have been to French industry, especially in removing causes of differences or in preventing them from growing into disputes. Their success is sufficient justification of the praise so lavishly bestowed upon them by M. Chavelier, *Une des plus nobles creations dont notre siècle l'honore.*"

"Tribunals similar to the *Conseils des Prud'hommes* of France are in existence in Belgium. Their success, however, has not been as marked as in France; owing in part, no doubt, to the fact that they have in some cases criminal jurisdiction."

